

TABLE OF CONTENTS	
1.0 INTENT	3
2.0 INVITATION TO SUBMIT PROPOSALS	3
3.0 CONTRACTORS PRE-REGISTRATION	4
4.0 MANDATORY PRE-BIDDER’S CONFERENCE	4
5.0 CALENDAR OF EVENTS	5
6.0 CONTACT PERSON	6
7.0 DEFINITIONS	6
8.0 OVERVIEW OF CURRENT SYSTEM DESIGN	9
9.0 SERVICE AREA SUMMARY, DEMOGRAPHICS AND BACKGROUND	10
10.0 PROGRAM RESPONSIBILITIES	11
11.0 MINIMUM QUALIFICATIONS & DOCUMENTATION OF CREDENTIALS	14
12.0 OPERATIONS MANAGEMENT PROVISIONS	19
13.0 CLINICAL AND EMPLOYEE PROVISIONS	47
14.0 FINANCIAL AND ADMINISTRATIVE PROVISIONS	53
15.0 GENERAL PROVISIONS	59
16.0 SUBMISSION AND SCORING OF PROPOSALS	62
17.0 PROPOSAL SUBMITTALS	71
18.0 CONTRACT AUDITS	73
19.0 INDEMNIFICATION	73
20.0 INSURANCE	73

21.0 INDEPENDENT CONTRACTOR	75
22.0 CONFLICT OF INTEREST	75
23.0 RIGHTS TO PERTINENT MATERIALS	76

APPENDIX 1 FORMAT FOR INCOME STATEMENTS	77
APPENDIX 2 CONTRACTOR COMPENSATION	80
APPENDIX 3 PRICING INFORMATION	81
APPENDIX 4 EOA CALL VOLUME	83
APPENDIX 5 EMS SYSTEM INFRASTRUCTURE	84
APPENDIX 6 INVESTIGATIVE RELEASES	85
APPENDIX 7 CONTRACTOR'S EXPANDED MANDATORY TABLE OF CONTENTS	88
APPENDIX 8 PROPOSERS CHECKLIST	96
APPENDIX 9 EMS RESPONSE AREA MAPS	103

1.0 INTENT

It is the intent of this Request for Proposal (RFP# 10156) to solicit proposals from qualified CONTRACTORS to provide exclusive **Advanced Life Support Ambulance Service** for the County of Monterey (hereinafter “County”).

2.0 INVITATION TO SUBMIT PROPOSALS

2.1 County announces an invitation to qualified CONTRACTORS to submit proposals for the provision of Advanced Life Support (ALS) ground ambulance services for 911 scene responses, except as provided herein, ALS and appropriate Basic Life Support (BLS), and critical care interfacility transfers, special events and emergency standbys, ambulance dispatch, and certain other services as specified herein. The successful CONTRACTOR will be granted an exclusive agreement for an initial period of five years, beginning September 1, 2009 and will have the opportunity to earn up to five years of earned extensions as described below. The agreement under which these services are to be procured will be a term agreement, with payment to be provided to the CONTRACTOR through the collection of fees for service according to the provisions of Appendix 2, Contractor Compensation.

2.2 Earned Extensions. The CONTRACTOR may request and the County may grant up to five one-year earned extensions to the agreement. No later than one month after the conclusion of each contract year, the CONTRACTOR may request each earned extension. The CONTRACTOR will not be allowed to request any earned extensions after the fifth year of the agreement. Requests for earned extensions shall include all documentation supporting such extension.

If the CONTRACTOR cannot meet the requirements of the agreement during the first year of contract implementation, the CONTRACTOR shall submit a written improvement plan to the EMS Director within one month of the end of the first year. If the EMS Director finds that the improvement plan is acceptable the CONTRACTOR may be eligible for contract extensions as described herein.

2.3 Evaluation Period. The evaluation period for the first available one year earned extension will be from the date submitted through three months following the end of the contract year.

2.4 Denial. If CONTRACTOR fails to apply for, or is denied, a one-year extension in any year, it will not be eligible for future contract extensions.

2.5 Requirements. Earned extensions are subject to all of the following requirements:

2.5.1 Performance Exceeding Requirements. The County must make a specific finding that the CONTRACTOR’S response-time and service level performance

during the evaluation period has exceeded the contracted minimum standards.

2.5.2 Medical Performance. The EMS Medical Director must find that the CONTRACTOR has met all medical standards.

2.5.3 Monterey County Board of Supervisors Approval. The Monterey County Board of Supervisors must approve each extension by resolution.

3.0 CONTRACTORS PRE-REGISTRATION

3.1 Prospective CONTRACTORS may register to receive notifications regarding this process by submitting a letter, on company letterhead, requesting registration and identifying the name and address, phone number, facsimile number, and email address of the company's contact for matters related to this procurement. Each registered company may register only one contact. Participation in previous County RFP processes does not qualify as registration in this process. Previous participants must register again for this specific RFP. Registration letters should be sent to the following address:

Monterey County Contracts/Purchasing Division
Attn: Mike Derr, Contracts/Purchasing Officer
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

Or sent by facsimile to:
Attention: Ambulance Procurement Registration
Attn: Mike Derr, Contracts/Purchasing Officer
Monterey County Contracts/Purchasing Division
831-755-4969

3.2 Failure to register will not prevent any person or entity from submitting a proposal. However, the County will not be responsible for making notifications to any company, person, or entity other than those properly registered.

3.3 For the convenience of the participants, this RFP and related appendices, addenda, and other communications may be transmitted by electronic mail or facsimile. Participants are cautioned that only the printed hard copy supplied by the County directly, or through the mail or courier service, is official.

4.0 MANDATORY PRE-BIDDERS CONFERENCE

4.1 A mandatory pre-bidders conference will be held at the Monterey County EMS Office, Conference Room Suite L, located at 19065 Portola Drive, Salinas, CA, 93908 on March 2, 2009, at **9:00 AM PT**. Attendance at the mandatory pre-bidders

conference is required. The County may issue an addendum to the RFP after the pre-bidders conference if the County considers that additional clarifications are needed.

4.2 Any and all questions regarding this Request for Proposals may be submitted prior to the mandatory pre-bidders conference, in writing by February 16, 2009, **no later than 3:00 P.M. PT.** All questions must be directed to the individual listed below under correspondence. These questions will be answered and copies of both the question(s) and answer(s) will be disseminated to all prospective CONTRACTORS in attendance at the mandatory pre-bidders conference.

4.3 Correspondence: All correspondences are to be submitted to:

Monterey County Contracts/Purchasing Division
Attn: Mike Derr, Contracts/Purchasing Officer
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

Reference RFP # 10156

5.0 CALENDAR OF EVENTS

Issue RFP	February 2, 2009
Submittal Deadline for Questions (3:00 P.M.)	February 16, 2009
Mandatory Pre-Bidders Conference (9:00 A.M.)	March 2, 2009
Proposal Submittal Deadline (3:00 P.M.)	April 17, 2009
Proposal Review Process	May 1, 2009
Contractor Oral Presentations	May 8, 2009
Final Proposal Evaluations	May 15, 2009
Recommendation to Board of Supervisors	May 22, 2009
Award by Board of Supervisors	June 9, 2009
Estimated Final Contract Signed	June 30, 2009
Contract Implementation	September 1, 2009

6.0 CONTACT PERSON

- 6.1 All questions with regard to this request for proposals shall be directed to the following person only. Questions must be submitted to the Office of the Contracts/Purchasing Manager, in writing.

Attention: Mike Derr, Contracts/Purchasing Officer
168 West Alisal Street, 3rd Floor
Salinas, CA 93901
Phone: (831) 755-4992
Fax: (831) 755-4969
Email: derrm@co.monterey.ca.us

- 6.2 The contact person listed above is the only person authorized to answer questions regarding this RFP. Any unauthorized contact with other County officials or Monterey County staff relative to this RFP is not permitted. Any breach of this provision or any “badgering” of associated County personnel may result in PROPOSER’S submittal being deemed unresponsive and cause for rejection.

7.0 DEFINITIONS

- 7.1 **Advanced Life Support (ALS)** - special services designed to provide definitive prehospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital, during interfacility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of that hospital.
- 7.2 **Advanced Life Support First Responder** – a public or private provider or agency that engages in EMS first response at the advanced life support level through an ALS provider agreement with the Monterey County EMS Agency.
- 7.3 **Ambulance Service** - means the activity of transporting persons by ambulance.
- 7.4 **Base Hospital** - one of a limited number of hospitals designated by the local EMS Agency and upon the completion of a written contractual agreement with the local EMS Agency, is responsible for directing the advanced life support system or limited advanced life support system and prehospital care system assigned to it by the local EMS Agency.

- 7.5 **Basic Life Support (BLS)** - emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available.
- 7.6 **Computer Aided Dispatch (CAD)** a computer system designed to facilitate resource monitoring, deployment and dispatching as well as assist in providing pre-arrival first aid instructions to persons reporting medical emergencies
- 7.7 **Cardiopulmonary Resuscitation (CPR)** - opening and maintaining an airway, providing artificial ventilation by rescue breathing or adjunctive airway devices, and providing artificial circulation by means of external cardiac compression.
- 7.8 **Dispatch Triage** - the process of sorting requests for emergency medical assistance based on information provided by the reporting party so that the appropriate resources can be sent.
- 7.9 **Emergency** - a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by the public, emergency medical personnel or a public safety agency.
- 7.10 **Emergency Ground Ambulance** - a surface transportation vehicle that is specially designed, constructed, maintained, supplied, equipped, and intended for exclusive use in transport of the sick and injured.
- 7.11 **Emergency Ambulance Service** - an emergency medical transport provider operating within an organized EMS system for the purpose of assuring twenty-four hour availability of such services. This pertains to all ground, air, or water emergency medical transport.
- 7.12 **Emergency Department** - the area of a licensed general acute care facility that customarily receives patients in need of emergent medical evaluation and/or care.
- 7.13 **Emergency Medical Dispatch (EMD)** – the dispatch procedures that require personnel trained to State and national standards on emergency medical dispatch techniques including call screening, resource priority and pre-arrival instruction.
- 7.14 **Emergency Medical Services (EMS)** - the services utilized in responding to a medical emergency.
- 7.15 **Emergency Medical Services Director (EMS Director)** – the Director of the County Emergency Medical Services Agency as defined by the EMS Ordinance.
- 7.16 **Emergency Medical Services Medical Director (EMS Medical Director)** - the County contracted or employed physician that provides medical oversight,

- develops prehospital treatment protocols and quality assurance/improvement processes.
- 7.17 EMS Plan** - a plan for the delivery of emergency medical services consistent with state guidelines addressing the components listed in California Health & Safety Code Section 1797.103.
- 7.18 EMS System** - a specially organized arrangement which provides for the personnel, facilities, and equipment for the effective and coordinated delivery in an EMS area of medical care services under emergency conditions.
- 7.19 Exclusive Operating Area (EOA)** – an EMS area or subarea defined by the emergency medical services plan for which a local EMS agency, upon the recommendation of a county, restricts operations to one or more emergency ambulance services or providers of limited advanced life support or advanced life support.
- 7.20 First Responder** - the first person (unit) dispatched to the scene of a medical emergency to provide patient care.
- 7.21 Medical Emergency** - an unforeseen situation in which there is a real or perceived need for immediate medical care, based on an injury or other unforeseen acute physical or mental disorder.
- 7.22 Medical Protocol** - EMS Medical Director pre-established and authorized procedures or guidelines for medical care of a specified clinical situation, based on patient presentation.
- 7.23 Multiple-Casualty Incident (MCI)** - a natural or human-caused event that may overwhelm the medical resources within a system. It is characterized by a limited geographic scope and can be managed by an on-scene command system.
- 7.24 Mutual Aid** - the furnishing of resources, from one individual or agency to another individual or agency, including but not limited to facilities, personnel, equipment, and services, pursuant to an agreement with the individual or agency, for use within the jurisdiction of the individual or agency requesting assistance.
- 7.25 Peripheral Areas** – Monterey County areas that the County has identified that can be better served by ambulances from other jurisdictions or operating areas to reduce response times to medical emergencies.
- 7.26 Peripheral Provider** – ambulance services either inside or outside of Monterey County that can typically provide faster response times due to geographic proximity to medical emergencies.

- 7.27 **Provider** - an organization, institution, or individual authorized to provide direct patient care.
- 7.28 **Public Safety Agency** - a functional division of a public agency which provides fire suppression, law enforcement, medical, or other emergency services.
- 7.29 **Public Safety Answering Point (PSAP)** - the location at which an emergency telephone call is answered, and either appropriate resource is dispatched, or the request is relayed to the responding agency.
- 7.30 **Quality Assurance/Quality Improvement** - a method of evaluation of services provided, which includes defined standards, evaluation methodologies, and utilization of evaluation results for continued system improvement.
- 7.31 **Service Area** - the geographic area within which an EMS agency or health care facility provides service.
- 7.32 **Urgent** - a situation in which there is a real or perceived need for immediate action, attention, or decision-making to reduce morbidity, but where no life-threatening situation appears to exist.
- 7.33 **Zone** – A portion of the Service Area used for determining response requirements and compliance.

8.0 OVERVIEW OF CURRENT SYSTEM DESIGN

8.1 Overview of System Design:

The County EMS System is authorized by Monterey County Codified Ordinances, Chapter 15.40, entitled “Emergency Medical Services System” (hereinafter “EMS Ordinance”) under the provisions of Title 22 California Code of Regulations (CCR) Division 9, Health and Safety Code Sections 1797 et seq., Government Code Section 26227, and Welfare & Institutions Code Section 14136. The system is designed as a Franchise Model with the County controlling certain key system assets through ownership of items such as the communications infrastructure and system data. Under this model, the County will grant a single franchise for the Exclusive Operating Area through this competitive process.

8.2 Service Area:

County, through its EMS plan, will establish an Exclusive Operating Area (EOA) that encompasses the geographic area defined as Monterey County. Within the geographic limits of the County certain federal property, the City of Carmel, and the Carmel Valley Fire Protection District are exempted or “carved out” from the EOA and are not covered under this RFP. The County also has mutual aid

agreements for peripheral areas the County and has entered into separate mutual aid agreements with peripheral ambulance providers (“Peripheral Provider”) to improve response times on Highway 1 typically to Mile Marker 13, Parkfield, South Shore Lake San Antonio, Highway 101 South of Los Lobos Road and Cachagua (“Peripheral Areas”). CONTRACTOR shall have the first right of refusal to provide services in Peripheral Areas or to refer those services to a Peripheral Provider, under the County’s mutual aid agreements, based on the closest ambulance that can arrive on the scene of a medical emergency in a Peripheral Area. These Peripheral Provider agreements are expected to expire during the first year of the contract. CONTRACTOR is required to continue these agreements, at its own expense, upon expiration. The cost of these agreements shall be factored into the basic rate proposal. The current agreement requires a payment of \$1,000 per response with less than 100 responses total per year. County reserves the right to develop additional Peripheral Provider agreements to both receive and provide mutual aid.

9.0 SERVICE AREA SUMMARY, DEMOGRAPHICS AND BACKGROUND

9.1 Service Area:

The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The County measures approximately 105 miles north to south, and approximately 30 miles east to west (approximately 3,326 square miles), with a population of approximately 420,000 residents. County is responsible for supervising all ambulance service within its borders.

The CONTRACTOR will not be responsible for providing primary service to the City of Carmel, the Carmel Valley Fire Protection District, or those areas identified as federal lands. The CONTRACTOR shall determine the closest ambulance to peripheral areas.

9.2 Demographics:

A significant amount of healthcare and EMS system related demographic information regarding Monterey County can be found on the World Wide Web at: <http://www.co.monterey/health/> Additional demographic information may be available from the California Department of Finance.

9.3 Background:

The County EMS System was created by the County EMS Ordinance to improve EMS and medical transportation services within the County.

9.4 Historic Service Volumes:

EMS response and patient transport data for 2007 will be made available on the County of Monterey Health Department web site. See Appendix 4.

10.0 PROGRAM RESPONSIBILITIES

10.1 County Responsibilities:

Under this Franchise Model, the County has the following responsibilities to:

- 10.1.1 Represent the interest of its public constituents.
- 10.1.2 Monitor and enforce the EMS Ordinance.
- 10.1.3 Conduct periodic competition to select a CONTRACTOR.
- 10.1.4 Monitor compliance and enforce contractual terms.
- 10.1.5 Temporarily and/or permanently replace the CONTRACTOR in case of non-performance.
- 10.1.6 Provide specified portions of the system infrastructure.
- 10.1.7 Provide an EMS Medical Director for clinical oversight and medical control.

10.2 EMS Medical Director Responsibilities:

The EMS Medical Director is selected and employed by or under contract with the County EMS Agency and exercises his/her authority through the EMS Agency. The County's EMS Medical Director and EMS Agency regulate all clinical aspects of the emergency medical services system that affect patient care. Accordingly, the EMS Medical Director has the following responsibilities to:

- 10.2.1 Meet the requirements for medical direction required by California law.
- 10.2.2 Recommend to the EMS Director and the Director of Health medically appropriate response-time standards.
- 10.2.3 Establish clinical standards for patient care including those for ambulances, first-responder vehicles, and on-board equipment.
- 10.2.4 Develop and revise EMS treatment protocols and operational policies for ambulance and first-responder services.

- 10.2.5 Develop and/or approve the Communications Center clinical protocols.
- 10.2.6 Conduct medical audits as needed.
- 10.2.7 Develop and administer the standards and requirements for local accreditation and certification of ambulance, first-responder, and EMS communications personnel.
- 10.2.8 Develop or approve educational material and information to assure that base-station physicians are knowledgeable about the EMS system and its procedures.
- 10.2.9 Conduct inspections of all vehicles, equipment, and supplies on both an announced and unannounced basis.
- 10.2.10 Assist the EMS Director in monitoring the response-time performance.
- 10.2.11 Assist in the development of standards and procedures used in the investigation and resolution of disputes regarding the application of exemptions from response-time penalties.
- 10.2.12 Approve the standards regulating specialized critical care, aero-medical transportation, point-to-point wheelchair, gurney van, and other types of medical transportation, including standards limiting which types of patients may be transported by each, and to recommend to the EMS Director issuance, suspension, revocation, and renewal of permits for the operation of such units as required by the EMS Ordinance.

10.3 CONTRACTOR'S Responsibilities: (Communications)

The CONTRACTOR will assume the responsibility for the management of dispatch, either directly or through subcontract with a qualified agency, including the following:

- 10.3.1 Employment of required dispatch personnel.
- 10.3.2 Provision of computer-aided dispatch system and automated vehicle-location system when developed and implemented by the County required to support CONTRACTOR'S operation within Monterey County.
- 10.3.3 Provision of an EMS Communications Center within the County.
- 10.3.4 Maintenance of telephone, radio, computer-aided dispatch, and other infrastructure required to efficiently meet contractual requirements.

- 10.3.5 Answer all medical calls and process requests for service according to contractual requirements.
- 10.3.6 Consistently adhere to priority dispatch and pre-arrival instruction protocols approved by the EMS Medical Director.
- 10.3.7 Implement and strictly adhere to Call Prioritization (Priority Dispatch), pursuant to County policy, of all requests for ambulance service received by CONTRACTOR within the County.
- 10.3.8 Participate in quality assurance and improvement processes.
- 10.3.9 Efficiently dispatch the CONTRACTOR'S ambulances and notify first-responder agencies as required by applicable protocols and agreements.
- 10.3.10 Electronically record and report all pertinent information about each request and response as required by the contract, protocols, and agreements.

10.4 CONTRACTOR'S Responsibilities: (Operations)

The CONTRACTOR will furnish and manage dispatch and field operations including, but not limited to:

- 10.4.1 The employment of field personnel.
- 10.4.2 The supervision and management of CONTRACTOR'S employees.
- 10.4.3 Provision and maintenance of the vehicles and equipment, other than any County-provided radio equipment infrastructure.
- 10.4.4 In-service training of CONTRACTOR'S employees on the EMS system by the first date of implementation of the Agreement. In addition, in-service training provided to CONTRACTOR'S employees will be made available to first-responder agencies at a cost not to exceed the outside certification costs imposed by certifying agencies. The cost of instructors and facilities shall be borne by the CONTRACTOR.
- 10.4.5 The implementation and management of a quality-improvement system that functions as an integral part of the County EMS Quality- Improvement (QI) Program at all times during the Agreement. The current QI Program may be changed or improved from time to time.
- 10.4.6 Purchasing and inventory control of all clinical equipment and supplies used by CONTRACTOR and/or supplied to first responders.

- 10.4.7 Support services necessary to operate the ambulance transportation component of the EMS system.
- 10.4.8 Provision and management of an accounts-receivable system.
- 10.4.9 Accurate completion and timely submission of approved response, clinical and billing-related data to the EMS Agency.
- 10.4.10 Meeting contractual response-time and other performance requirements in compliance with State regulations, the EMS Ordinance, the Agreement, and the County EMS Policy and Procedure Manual.
- 10.4.11 Participate with and cooperate with the EMS Medical Director or designee in medical audits and investigations.
- 10.4.12 Report contract compliance on a daily, weekly and monthly basis, while providing a verifiable audit trail of documentation of that performance.

10.5 EMS System Design:

The Monterey County EMS system is designed to establish the County EMS Agency as the regulator of services, and to place the responsibility for operational performance and all of the factors of production necessary to cost-effectively achieve that performance under the control of the CONTRACTOR.

11.0 MINIMUM QUALIFICATIONS & DOCUMENTATION OF CREDENTIALS

11.1 Overview:

- 11.1.1 This section describes the minimum qualifications that a PROPOSER must meet in order to be eligible for an award. The successful PROPOSER will be required to deliver a high level of performance within the County EMS system. This process will require the submission of a single proposal document containing both the PROPOSER'S credentials statement and detailed service proposal.
- 11.1.2 Credential statements will be evaluated to establish the relative strength of each PROPOSER in the areas of analogous experience, financial depth and stability, management, and documentation of regulatory compliance.
- 11.1.3 Submissions will be evaluated using a two-phase process. First, credentials statements submitted by all PROPOSERS will be evaluated and scored. Then, each proposal that meets the minimum credentials requirements will be evaluated and scored. Points accumulated as a result

of the credentials phase will be included in the final scoring of each proposal.

11.1.4 The County will conduct an extensive verification of the credentials and qualifications of the PROPOSER receiving the best score in the proposal phase of the evaluation process. If the County finds any substantial misrepresentation of qualifications or is unable to verify a PROPOSER's credentials and/or qualifications, the PROPOSER will be disqualified and forfeit its proposal deposit to compensate the County for the time spent evaluating its proposal. The County will then verify the credentials of the second place PROPOSER, and so on, until the highest-scoring qualified CONTRACTOR is awarded an agreement.

11.1.5 Credentials and qualifications scoring will be accomplished by assigning the maximum number of points in each category to the PROPOSER documenting the strongest qualifications. Other PROPOSERS will receive proportionately fewer points based on the County's evaluation of the relative qualifications of each PROPOSER. Submissions failing to demonstrate minimum qualifications in any category will receive a "0" score for that category and will be disqualified, and PROPOSER will forfeit its bid deposit as compensation for the time and effort of handling and evaluating its submission.

11.2 Standard Method for Qualifications:

11.2.1 All PROPOSERS must provide detailed information and supporting materials to enable the County to fully evaluate their organization's qualifications. Entities that have multiple sites may only use information from any single site to establish qualifications. However, the PROPOSER shall clearly identify any information presented which does not reflect the experience of the operational site and proposed management staff responsible for performance under this type of proposal.

11.2.2 Should any group of entities submit a proposal as a joint venture, or should any PROPOSER propose to use a subcontractor to fulfill obligations specified in this RFP, the PROPOSER shall clearly identify any information presented which does not reflect the experience of the operational unit and proposed management staff submitting the proposal.

11.2.3 PROPOSERS shall document that all subcontractors meet the same requirements of the CONTRACTOR.

11.3 Analogous Experience:

Each PROPOSER shall provide the following:

11.3.1 Documentation clearly demonstrating that the PROPOSER has experience managing a full-service, high-performance, ambulance service for 911, interfacility ALS and critical care responses, as well as various sized special event ambulance coverage at multiple venues in a community with a population of at least 250,000 residents. Information provided should include a list of communities in which the service is operated, names, addresses, and phone numbers of the Medical Director(s) and Contract Officer(s) or designated Public Officials with oversight responsibility. Documentation of independently verifiable maximum (fractile) response-time performance, the number of responses provided in each of the last two years, and a brief description of the community, its EMS system, and the services provided by the PROPOSER must be included.

11.3.2 PROPOSER shall provide information and documentation of existing management and supervisory strength, including senior management and management bench strength, to demonstrate the organization's ability to manage such a program. The information provided should be in the form of names and resumes of existing management and supervisory personnel who will be directly responsible and accountable for providing services under this RFP.

11.3.3 PROPOSER shall demonstrate its ability to comply with response times by using the following method:

11.3.3.1 Experience in managing and operating an ALS ambulance service which is required to comply with specified emergency response-times based on fractile compliance (e.g., 90% of life-threatening emergencies responded to within 8 minutes and 0 seconds). Documentation shall include a copy of contract language, regulation, or ordinance(s) which requires compliance and the service's response-time performance for the most recent twelve-month period for which the information is available. This information will be provided on a monthly compliance basis and in the following format:

Life-Threatening Emergencies (Red Light and Siren) Responses:

Month											
Responses											
Exemptions*											
Compliance %											

* Define the exemption parameters of the system being cited

Total Number of Responses for the Above Time Period by Month:

Month											
Emergency Responses											
Non Emergency Responses											
Transports											
Cancelations											

11.4 Demonstration of Financial Depth and Stability:

11.4.1 PROPOSER shall provide evidence that clearly documents the financial history of the organization including financial statements for the last two years as specified in section 11.4.3.5. All financial information should be reported for the operational unit responsible for the proposal. A multi-site operator or subsidiary operation may report consolidated financial information. A letter guaranteeing the PROPOSER'S performance with the full faith and credit of the parent organization shall be included with the financial data. The letter shall be signed by an official with the authority to bind the parent organization.

11.4.2 If the PROPOSER anticipates a change in ownership prior to the implementation date, all information should reflect the owner or parent corporation on the date of implementation.

11.4.3 The PROPOSER shall also provide and document the following:

11.4.3.1 Access to capital to provide for the implementation and start-up of the contract, including provisions for accommodating the cash-flow consequences of a start-up operation.

11.4.3.2 The financial reserves or net worth sufficient to sustain the operation in case the PROPOSER has incorrectly estimated expenses or profits from the operation.

11.4.3.3 Facts, issues, or potential events that may have a material bearing on the financial condition, solvency, or credit worthiness of the PROPOSER'S organization. These should include any material contingent liabilities or uninsured potential losses.

11.4.3.4 If the PROPOSER or its parent is publicly traded, a copy of its most recent annual report and SEC forms 10-(k) and 10-(Q). These must include audited financial statements for at least the past two years.

- 11.4.3.5 The PROPOSER shall provide copies of its audited financial statements for the last two years, if they are available. If not, each PROPOSER shall submit complete financial statements, including profit and loss as well as balance sheet information, for the past two years, together with a notarized statement from the chief executive or chief financial officer of the organization certifying that the statements are correct. The County reserves the right to review and verify these statements at PROPOSER'S expense.
- 11.4.3.6 Clear evidence that the PROPOSER has the ability to secure the required insurance coverage under this procurement. This may be in the form of certificates of insurance or a letter from an appropriate insurance company documenting that coverage will be provided. Detailed insurance coverage requirements and endorsements are covered within Section 20 of this RFP.
- 11.4.3.7 A federal program (Medicare & Medicaid) and 3rd party payer billing and documentation compliance program. PROPOSER shall identify its programs, methods, documentation guidelines, and implementation procedures for managing its billing operations in compliance with applicable laws. PROPOSER shall also identify the firm's compliance officer, and detail policies related to reporting and resolution of compliance issues.
- 11.4.3.8 PROPOSER should identify its HIPAA compliance program, methods, documentation guidelines, and implementation procedures. PROPOSER will also identify its privacy officer, and detail policies related to reporting and resolution of privacy and security issues.

11.5 Documentation of Regulatory Compliance and Litigation:

The following information must be provided for the highest level of the organization, including parent organizations, for which the PROPOSER can reasonably be defined as an ambulance company. If the PROPOSER intends to employ subcontractors to provide any of the services specified herein, and/or if the PROPOSER is a joint venture, including a partnership, corporation or Joint Powers Authority, it must submit documentation of regulatory compliance and litigation information for each subcontractor or joint venture participant.

- 11.5.1 The PROPOSER shall detail all regulation and compliance information and all regulatory investigations, findings, actions, complaints, for the past three years and their respective resolutions. PROPOSER shall specifically include details about any and all emergency (911), interfacility and special events contract terminations. Additionally, the PROPOSER shall detail

the circumstances and resolution of any ambulance-service contract disputes or notices of non-compliance.

- 11.5.2 The PROPOSER shall provide a detailed list of all litigation with claimed, reserved, or potential loss greater than \$200,000 in which the PROPOSER was or is involved within the past two years.

12.0 OPERATIONS MANAGEMENT PROVISIONS

12.1 CONTRACTOR Relationship:

Through this RFP, the County intends to procure a single CONTRACTOR to provide all of the services specified within this RFP. Should a PROPOSER intend to utilize one or more subcontractors or public-private partners to provide any of the CONTRACTOR'S primary responsibilities, including, but not limited to, ambulance response, medical transportation, staffing, training, protocol development, dispatch, communications, fleet or equipment maintenance, first responder, or any similar services, the CONTRACTOR must include detailed information about each subcontractor or partner including the same fiscal requirements of the PROPOSER and its relationship to the CONTRACTOR to allow the County to evaluate the quality and effectiveness of the subcontractor's proposed role. Copies of all proposed subcontracts shall be included. Should the successful CONTRACTOR plan to utilize subcontractors, the County will look only to the CONTRACTOR to deliver contracted performance. The inability or failure of any subcontractor to perform any duty or deliver contracted results will not excuse the CONTRACTOR from any responsibility under the contract with the County.

12.2 Scope of Service:

- 12.2.1 The CONTRACTOR will provide all ground ALS ambulance service for 911 emergency responses, ALS, appropriate BLS and critical care interfacility transfers, emergency and special event standbys, including ambulance dispatch, for the entire population of the identified Exclusive Operating Area (EOA) in the County. Special event standbys can be at multiple venues simultaneously and can require as many as 15 dedicated ALS ambulances several times a year. The commitment of dedicated special event ambulances shall not affect normal 911 and interfacility ambulance deployment for the entire EOA. PROPOSERS shall submit a plan for managing the increased needs of special events that place extraordinary demands on the CONTRACTOR. In this system design, the County will grant an exclusive franchise (EOA) for all ground ambulance service, with limited exceptions such as mutual aid agreements with peripheral providers.

- 12.2.2 EMS Aircraft services are provided by established public and private operators and will not be the responsibility of the CONTRACTOR.
- 12.2.3 County may grant limited special exceptions to the exclusive franchise by contracting with healthcare facilities and other operators within the service area to operate Specialized Critical Care ground transportation units to provide highly specialized services such as neonatal and perinatal transports. The County may determine that allowing another CONTRACTOR to provide these services is in the best interest of the public. If the County considers such an arrangement during the term of the franchise contract, County and CONTRACTOR will meet and confer regarding CONTRACTORS ability and suitability to provide such services and the potential economic impact of excluding them from providing the services. CONTRACTOR shall have the first right of refusal to provide these services provided they can implement the necessary service in a timeline determined by the County. CONTRACTORS shall not be excluded from entering into such arrangements if it is capable of providing the service.
- 12.2.4 The CONTRACTOR will not be responsible for ambulance responses within the City of Carmel or the Carmel Valley Fire Protection District, except as requested for mutual aid.
- 12.2.5 All ambulance services will be provided at the ALS, level except as provided herein. Additionally, the CONTRACTOR will furnish (a) up to 15 dedicated ALS ambulances simultaneously at multiple venues for stand-by coverage for special events, (b) interfacility transfers at either the ALS or BLS levels as appropriate, (c) interfacility critical care transport, (d) long-distance transfers originating within the County, (e) reasonable mutual aid services, (f) special contract services, e.g., solo EMT or paramedic special event standbys, and (g) communications and medical dispatch services.
- 12.2.6 Certain requests for ambulance transportation services originating in Monterey County may be made by the Monterey County Health Department, Behavioral Health Division. Such requests will be made using an authorization process established in the Agreement. The CONTRACTOR will provide all such authorized ambulance services according to the response-time and other performance requirements of this RFP and the Agreement. The Behavioral Health Division will only pay for authorized services that it requests in an amount that is equivalent to the MediCal rates for ambulance services in effect on the date that the transport is completed.
- 12.2.7 Additionally, the CONTRACTOR may not use any of the County EMS system infrastructure or factors of production employed to provide service

under the contract for any other purpose, unless the CONTRACTOR first presents a plan, which includes a method of fairly allocating and offsetting costs, to the County and receives approval. Under no circumstances will outside obligations interfere with meeting the CONTRACTOR'S obligations to the County.

12.3 Response-Time Performance:

- 12.3.1 In this performance-based contract, the County does not limit the CONTRACTOR'S flexibility in providing and improving current EMS services. Performance that meets or exceeds the response time requirements of the RFP is the result of the CONTRACTOR'S expertise and methods, and therefore is solely the CONTRACTOR'S responsibility. An error or failure in any one portion of the CONTRACTOR'S operation does not excuse required performance requirements in other areas of its operation.
- 12.3.2 The CONTRACTOR will minimize variations or fluctuations in response-time performances according to time of day, day of the week, or week of the month.
- 12.3.3 CONTRACTOR'S Communications Center will appropriately categorize each EMS response and provide patient determinants and response descriptors using the EMS Medical Director approved Emergency Medical Dispatch (EMD) program. CONTRACTOR will not be responsible for determining the appropriate response method for first-response agencies for each response determinate code.
- 12.3.4 Since the CONTRACTOR is the exclusive provider of ambulance services for much of the County, patients and healthcare facilities rely on the CONTRACTOR to provide timely interfacility and non-emergency medical transportation. Healthcare facilities incur significant costs associated with poor interfacility transport services. In addition, patient care can be delayed at the receiving facility, potentially resulting in bad patient outcomes. Therefore, the CONTRACTOR will be required to meet or exceed response-time reliability criteria for all interfacility and critical care transport responses.

12.4 Response-Time Requirements:

- 12.4.1 Compliance is achieved when 90% or more of calls in each priority meet the specified response-time criteria. For example, to be in compliance for Priority-1 responses, the CONTRACTOR must place an ALS ambulance on the scene of each presumptively defined life-threatening emergency within the required response time for the EOA on not less than 90% of all Priority-1 calls.

- 12.4.2 The CONTRACTOR will be required to meet the response-time criteria within each EMS response zone of the County EOA as illustrated on the maps in Appendix 9. No zone shall be subject to substandard response time performance. Substandard response time performance, by priority, in each zone, will result in an assessed penalty of \$10 per minute for each minute late that does not exceed 20 minutes. Late responses exceeding 20 minutes, but less than 30 minutes, will result in an assessed penalty of \$20 per minute late. Late responses exceeding 30 minutes will result in an assessed penalty of \$20 per minute late, plus an additional assessed penalty of \$400 per incident. CONTRACTOR will take precautions to assure that no area or jurisdiction within the County or within any zone is chronically underserved.
- 12.4.3 Response priorities are defined according to a standard presumptive priority-dispatch protocol approved by the County and the EMS Medical Director. For the purpose of response-time calculations, responses are prioritized according to the following table:

Priority	Definition
1	Life threatening emergencies, e.g., cardiac arrests, choking, major hemorrhage, etc. either Echo or Delta designation by EMD. All requests receive the closest unit with a red light and siren response, the ambulance is not divertible.
2	Non-life threatening emergencies that require an urgent red light and siren response under either Delta/Charlie designation by EMD, the ambulance is divertible to a Priority 1.
3	Calls that do not require red lights and siren response, but require an immediate response due to an urgent, but non-life threatening, medical condition either Charlie/Alpha/Bravo designations by EMD.
4	Scheduled Transfer – Transfers with a scheduled pick-up time requested from a healthcare facility.
5	Unscheduled Transfer – Transfers with a non-scheduled, immediate response, requested by a healthcare facility.
6	Critical Care Transport – Scheduled or Unscheduled Critical Care Transport requested by a healthcare facility.

- 12.4.4 For every call in every presumptively defined category not meeting the specified response-time criteria, the CONTRACTOR will submit a written report to the designated EMS Agency staff member, by the end of the next business day, in a format approved by the EMS Director, documenting the cause of the late response and the CONTRACTOR'S efforts to eliminate

recurrence. These reports may be submitted in an electronic format approved by the EMS Director.

12.4.5 In the event that the CONTRACTOR is unable to meet the established maximum response time for priority 4, 5 or 6, requests for service, the CONTRACTOR will supply the caller with an honest, reasonable estimate of the time that the unit will arrive (ETA). This does not exempt the CONTRACTOR from response time compliance measurement.

12.4.6 CONTRACTOR shall propose a process to involve first responders in system status plan changes.

12.5 Response-Time Measurement:

The response-time measurement methodology employed can significantly influence operational requirements of the EMS system. The following methodology will be used throughout the contract to measure response times.

12.6 Time Intervals:

12.6.1 For the purpose of this contract, response times will be measured using the following methods:

12.6.1.1 In the case of 911 calls transferred, either electronically or telephonically, from a Public Safety Answering Point (PSAP), the response time will be calculated from the instant the CONTRACTOR call taker receives the call information, either telephonically or by CAD key stroke until the arrival at the incident location of the first arriving transport capable ALS ambulance.

12.6.1.2 In the case of emergency and non-emergency calls received from sources other than a PSAP, response times will be calculated from the time the CONTRACTOR is first made aware of the call address, call back number, and chief complaint or call determinant in the CONTRACTOR'S communications center, until the arrival at the incident location by the first arriving transport capable ambulance.

12.6.1.3 For scheduled non-emergency (Priority 4) requests, "scheduled time of pick up" is the agreed upon pick-up time of the patient.

12.6.2 "Arrival at the incident" means the moment an ambulance crew notifies the communications center that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the

scene (e.g., staging areas for hazardous scenes), “arrival at the incident” shall be the time the ambulance arrives at the designated staging location. The response-time standard to staging shall not be relaxed. The EMS Medical Director may require the CONTRACTOR to log time “at patient” for medical research purposes. However, during the term of this contract, “at patient” time intervals shall not be considered part of the contractually stipulated response time, but can be executed at any time for research purposes

- 12.6.3 In instances when the ambulance fails to report “at scene,” CONTRACTOR will be fined \$100. CONTRACTOR shall be required to report all failures to report “at scene” on a daily basis. The time of the next communication with the ambulance will be used as the time of “arrival at the incident.” However, the CONTRACTOR may request amendment of the recorded arrival time when it can document the actual arrival time through other means such as first responders. This does not exempt the failure to “report at scene” financial penalty, only the per minute penalty. Arrival times automatically captured solely by Automated Vehicle Locator (AVL) position reporting may not be used. Arrival at scene must be reported by a manual action of the ambulance crew at the scene either through voice communications or the use of manually activated, digital status-reporting device approved by the EMS Director. Post notification of scene time by crews when transmitting their next communication will not be counted as the official on scene time.

12.7 Upgrades, Downgrades, Cancellations, and Reassignments:

12.7.1 Upgrades:

When an assignment is upgraded prior to the arrival on scene of the first ambulance (e.g., Priority 2 to Priority 1), the CONTRACTOR’S compliance with contract standards and penalties will be calculated based on the shorter of:

12.7.1.1 Time elapsed from call receipt to time of upgrade plus the higher priority response-time standard, or

12.7.1.2 The lower priority response-time standard.

12.7.2 Downgrades:

Medically trained Public Safety First Responders, as authorized by the EMS Medical Director, may initiate downgrades. If an assignment is downgraded prior to the arrival on scene of the first ALS ambulance, the CONTRACTOR’S compliance with contract standards and penalties will be calculated based on:

12.7.2.1 Lower priority response-time standard, if the unit is downgraded before it would have been judged “late” under the higher priority performance standard, or

12.7.2.2 Higher response-time standard, if the unit is downgraded after the unit would have been judged “late” under the higher priority response standard.

12.7.3 Cancellations En route:

If an ambulance is cancelled en route prior to an ambulance arriving on scene, and no ambulance is required at the location dispatched, the response will end at the moment of cancellation. At the moment of cancellation, if the elapsed time exceeds the response-time requirement for the assigned priority of the call, the ambulance will be determined to have exceeded the maximum allowable response-time standard, the response will be counted in the total number of responses used to determine compliance, and the appropriate Liquidated Damages will be assessed.

12.7.4 Reassignment While En route:

If an ambulance is reassigned en route or turned around prior to arrival on scene (e.g., to respond to a higher priority request), the CONTRACTOR’S compliance and penalties will be calculated based on the response-time standard applicable to the final priority assigned by the CONTRACTOR’S communications center, in compliance with approved system protocols.

12.8 Response Times Outside of Contracted Service Area:

CONTRACTOR will not be held accountable for emergency or non-emergency response-time compliance for any assignment originating outside of the contracted service area. Responses to requests for service outside of the service area will not be counted in the total number of responses used to determine compliance.

12.9 Multiple Ambulance Responses to a Single Incident:

The first ambulance assigned to an incident shall be required to meet the response time for the dispatched priority. The second and each additional ambulance dispatched to the same incident shall be required to meet the next least restrictive priority response-time requirement, up to Priority 3. For instance, if a second ambulance is dispatched to a Priority-1 call, it shall be deemed a late response only if the second ambulance fails to meet the Priority-2 response-time requirement from the time the unit was requested until its arrival on scene.

12.10 Response Time Exemptions:

12.10.1 The CONTRACTOR shall maintain mechanisms for reserve production capacity to increase production should temporary system overload persist. However, it is understood that from time to time unusual factors beyond the CONTRACTOR'S reasonable control affect the achievement of the specified response time standards. These unusual factors are limited to declared disasters, EMS Agency directed ambulance strike team deployments and multiple casualty incidents, until normal system ambulance deployment is achieved, as determined by the EMS Agency duty officer.

12.10.2 Equipment failures, traffic congestion, ambulance failures, inability to staff units, temporary system overload, and other causes will not be grounds for granting an exception to compliance with the response standards.

12.11 Response Time Exemption Requests:

If the CONTRACTOR feels that any response or group of responses should be excluded from the calculation of the response-time standards due to "unusual factors beyond the CONTRACTOR'S reasonable control," the CONTRACTOR shall provide detailed supportive written documentation to the EMS Director and make a request that the County exclude these responses from response-time compliance calculations and late penalties. Any such request must demonstrate that at the moment the call was received one of the situations existed as described in section 12.10.1. Requests must be made in writing and received by the EMS Director within five business days after the date of the call(s) for which exemptions are requested. The EMS Director will review the request and issue a determination. Should the CONTRACTOR dispute the determination made by the EMS Director, the CONTRACTOR may make a written appeal to the Director of Health for a definitive ruling within five business days of the receipt of the response-time exemption determination. The ruling of the Director of Health will be final and binding.

12.12 Response-Time Audit Trail:

Each PROPOSER will propose a system to assure a complete audit trail for all response times and assure the County access to the response-time data at any time to assure compliance and to calculate penalties. Proposed access and security of data will be considered in scoring PROPOSERS' responses. County EMS Agency staff and the EMS Medical Director shall have unlimited access to the CAD database. The data contained in the system will, at all times during and after the expiration or termination of the contract, remain the property of Monterey County. CONTRACTOR will not edit any portion of the database without prior approval of the EMS Director.

12.13 Deviations from Response-Time Standards:

12.13.1 The County understands that isolated instances may occur in which the CONTRACTOR does not meet the stated performance specifications. Minor violations of these requirements will result in performance penalties that will be drawn as liquidated damages from the irrevocable letter of credit or response penalties account. CONTRACTOR will restore the full amount of the irrevocable letter of credit and response penalties account within 14 days of any deductions by County. PROPOSERS may offer alternative arrangements designed to augment this procedure. Arrangements that would securely and reliably pay liquidated damages for monthly items will be considered as described in Section 12.13.2.

PROPOSERS should fully explain any proposed arrangement and its advantages to the County. Chronic failure to comply with the response-time standards may constitute default of the contract.

12.13.2 For each Priority 1, 2, 3, 4, 5, and 6 response which originates within the County service area for which the CONTRACTOR'S response time exceeds the response-time standard as described herein, County will deduct performance penalties from the CONTRACTOR'S irrevocable letter of credit or County accessible liquidated damages account of \$100,000 which shall be replenished within 14 calendar days after each County withdrawal. Effective three months after the CONTRACTOR begin operations, County shall withdraw the per minute penalties for responses in excess of the required response time without limit per incident, except as defined, subject to the response time incentives provision described herein.

12.13.3 For purposes of calculating response-time deductions, a fraction of a minute is to be rounded up to the next minute. For example, any priority of response arriving one minute and five seconds late would result in a deduction of \$20.00.

12.14 Liquidated Damages for Non-performance:

Effective 90 days from the CONTRACTOR'S initiation of service, liquidated damages deductions from CONTRACTOR'S performance security will be made for non-performance. The following deductions will be applied (in addition to the per-run deductions for late responses) when system-wide response time compliance for Priority 1 or 2 responses falls below 90% for any given month:

89%	\$ 5,000
88%	\$ 10,000

87%	\$ 15,000
86%	\$ 20,000
85%	\$ 25,000

12.14.1 Failure to meet Priority 1, 2, 3, 4, 5, or 6 response-time criteria for at least 90% of the time system-wide for three consecutive months, or for four months in any contract year, will be defined as a major breach and may result in removal of the CONTRACTOR and forfeiture of the irrevocable letter of credit.

12.14.2 Additionally, and also effective 90 days from the CONTRACTOR'S initiation of service, the following deductions from the performance security will be applied (in addition to the per-run deductions for late response) when system-wide response-time compliance for Priority 3, 4, 5, or 6 transports falls below 90% for any given month:

89%	\$ 2,500
88%	\$ 5,000
87%	\$ 7,500
86%	\$10,000
85%	\$12,500

12.14.3 Contractor shall not refer exclusive franchise calls to another agency or County unless it is part of an EMS Agency approved mutual aid plan.

12.15 100-Response Rule:

12.15.1 For the purposes of determining compliance with response-time requirements within each zone monthly, the following method will be used. For every month in which 100 or more responses of any priority originate within the zone, 90% compliance is required for the calendar month. However, for any month within which fewer than 100 responses originate, compliance will be calculated using the last 100 sequential responses for that zone.

12.15.2 Should the CONTRACTOR be determined to be subject to non-performance liquidated damages for failure to meet 90% compliance with Priority 1 or 2 criteria within the zone under the 100-responses rule, the

CONTRACTOR will not be subject to another assessment of liquidated damages for non-performance for that Priority until at least 25 additional responses, of that Priority, have originated within the zone.

12.15.3 The above deductions will be assessed each month. For purposes of assessing non-performance liquidated damages, monthly response times will be reported without decimals, and no rounding factor will be allowed (e.g., a monthly performance of 89.9% will be reported as 89%).

12.16 Incentive for Superior Response-Time Performance:

For every contract quarter that the CONTRACTOR'S countywide response-time compliance for a Priority exceeds 92%, the County will forgive all per-minute response-time deductions for that Priority for the entire quarter. Non-performance deductions will not be forgiven.

12.17 Reporting Requirements:

The CONTRACTOR will provide daily, weekly, monthly, quarterly, and annual reports to the EMS Director. All reports will be submitted both electronically and on paper. These will include, at a minimum, the following reports:

12.17.1 Daily Reports:

Daily operations reports providing call, transport volume, and response-time performance by priority and by zone for the previous day(s) shall be submitted to the EMS Director within one business day following each day. A list of all calls not meeting response-time performance criteria ("Exceptions") shall be included and contain information regarding the cause of each exception. All daily reports shall be submitted electronically.

12.17.2 Weekly Reports:

Weekly summary of operations reports for the preceding week.

12.17.3 Monthly Reports:

- Monthly Operation Report providing a monthly total and summary of the information provided in the weekly operations reports, and a complete report of unit-hour utilization, incidence of first responder "ride-ins," dispatch compliance with protocols, clinical performance, continuing medical education, public education and information activities, and investigations and inquiries by source types, outcomes,

and resolution. Latitude and longitude of late and on time calls shall be included.

- Monthly Clinical Performance Report that will include, at a minimum, a summary of cardiac-arrest resuscitation attempts, percentage of successful resuscitations, endotracheal intubation success rates, and such other data as may be required by the EMS Medical Director, or the System-wide Quality Improvement Plan.
- Monthly Average Patient Charge Report.
- Monthly Profit and Loss and Balance Sheet for the Monterey County operation.

12.17.4 Quarterly Reports:

- Quarterly Contract Compliance Reports providing a summary of CONTRACTOR'S performance of all contractual obligations during the previous quarter.
- A report of charges generated and cash collected by payer class and type of service provided during the previous quarter.
- Quarterly Call Density Maps by type of call, priority, and actual response time, including problem/solution maps for late calls. The maps will be produced using GIS information about each call.
- Equipment Maintenance Report detailing the vehicles in the ambulance and support fleet, the mileage, age, condition, and book value of each vehicle. The report will also include a summary of any additions or deletions to the fleet during the quarter.

12.17.5 Annual Reports:

- The County reserves the right to require an Annual Audited Financial Statement for the Monterey County franchise operation. In addition to expense details, the report will include a detailed analysis of accounts-receivable information, including average and maximum patient charges for each authorized category of patient fees and charges generated and cash collected by payer class and type of service.
- An Annual Report to the Community that details response time, clinical and financial performance, as well as any significant contributions, improvements, changes, or challenges.

12.18 Report Submission

All of the reports submitted to the County by CONTRACTOR should be formatted in a manner that allows easy correlation of daily to weekly, weekly to monthly, monthly to quarterly, and all reports to annual reports and the audited financial statement.

12.19 Exemption Report Submission Timing:

Monthly, the CONTRACTOR will submit any requests for consideration of exemption of any responses from the calls used to determine response-time performance and liquidated damages. County will determine the eligibility or ineligibility of each requested exemption and notify CONTRACTOR. Within ten business days after the receipt of the County's determination, CONTRACTOR will submit a final report of response-time performance to County. For each day that the CONTRACTOR fails to provide this report, the County shall deduct \$500 as liquidated damages from the response penalty account. The County will diligently process and investigate requests for exemptions. The timeframe for completion of these tasks depends on the volume and nature of the exemption requests received. The Contractor will not be subject to liquidated damages under this provision until five business days following the receipt of the County's determination.

12.20 Equipment Furnished:

County will provide for the use of the CONTRACTOR the radio system infrastructure owned by the County, including radio frequencies and repeaters. Contractor shall provide all Federal Communications Commission (FCC) required Next Generation compatible mobile and portable radios for ambulances and field supervisor units. The mobile and portable radios shall be capable of communicating with all County, local government and state first responder agencies, as well operating on State designated mutual aid channels. Should a PROPOSER determine that it is in its best interest and that of the County to provide an additional or alternative radio system, it may propose to do so in its proposal. County requires that, should the CONTRACTOR choose to utilize a communications subcontractor, the CONTRACTOR shall develop and provide detailed instructions to the communications subcontractor regarding its system status and deployment plan. The CONTRACTOR will be responsible for all results.

12.21 CONTRACTOR-Provided Equipment:

The CONTRACTOR will be required to provide all equipment and systems, other than the radio infrastructure identified above, necessary to fulfill the requirements of this contract. Equipment and systems to be provided by the CONTRACTOR include, but are not limited to, the following: dispatch equipment, computer

systems, mobile and portable radios, pagers, ambulances, supervisory vehicles, monitors, defibrillators, other clinical equipment, crew quarters, and administrative offices.

Mobile and portable radios shall be FCC required Next Generation compatible and be compatible with the evolving Monterey County Next Generation radio system and be able to transmit and receive authorized County, local government and state frequencies.

The County is developing a new Next Generation radio system, a mobile data terminal (MDT) and automated vehicle locator (AVL) system that is expected to be implemented during the term of the agreement. The CONTRACTOR will be required to install all necessary components of the Next Generation radio system, the MDT and AVL system if the CONTRACTOR has more than one year remaining on the agreement.

The CONTRACTOR may submit a request for a rate adjustment to the EMS Director solely to cover the cost of implementing and maintaining, including the costs of ongoing operational system user assessments, for the Next Generation radio system, the MDT/AVL system or converting to a new radio system if the County changes radio systems as part of a conversion to a Next Generation system. No adjustments in rates shall occur without County approval.

12.22 Provider-Provided Personnel:

CONTRACTOR will be responsible for providing all operational and clinical personnel employed to provide services under the agreement.

12.23 Supplies for Basic and Advanced Life Support Services:

It will be the responsibility of the CONTRACTOR to provide all supplies necessary and/or required to perform basic and advanced life support services.

12.24 Performance vs. Level of Effort:

12.24.1 This RFP assumes a performance rather than a level-of-effort standard in performance of the contract. In accepting a CONTRACTOR'S offer, the County neither accepts nor rejects the CONTRACTOR'S level-of-effort estimates, rather, the County accepts the CONTRACTOR'S financially guaranteed commitment to employ whatever level of effort is necessary to achieve the clinical, response time, and other performance results required by the terms of the contract.

12.24.2 All proposals must include descriptions of initial ambulance coverage plans and deployment models estimated by the CONTRACTOR to be

sufficient to meet or exceed the performance standards required herein. Acceptance by the County of the CONTRACTOR'S offer shall not be construed as acceptance of the CONTRACTOR'S proposed level of effort.

12.25 CONTRACTORS support of first-responder personnel shall include:

12.25.1 First-Responder Equipment and Supply Replenishment:

12.25.1.1 The CONTRACTOR shall develop mechanisms to exchange re-usable orthopedic appliances, and restock disposable and ALS & BLS medical supplies and pharmaceuticals other than narcotics, used by first responders when treatment has been provided by first-responder personnel and patient care is assumed by CONTRACTOR personnel. CONTRACTOR will propose a method of rotating supplies and pharmaceuticals other than narcotics that have expiration dates so as to maximize the utilization of these items and decrease waste through expiration.

CONTRACTORS shall provide detailed offers to assist in the management, rotation, and supply of first-responder medical supplies in order to maximize efficacy and decrease waste due to expiration of the pharmaceuticals.

12.25.1.2 Equipment and supplies will be exchanged on a one-for-one basis. Whenever possible, this exchange should be accomplished on scene. If patient care or circumstances at the scene prevent an on-scene exchange, the CONTRACTOR will arrange to accomplish it as soon as reasonably possible. If the CONTRACTOR is canceled en-route or at the scene and no patient contact is made by the CONTRACTOR'S personnel, the CONTRACTOR shall not be obligated to restock the first-responder agency supplies. CONTRACTOR may propose reasonable procedures to facilitate the use and exchange of pharmaceuticals and other supplies with expiration dates.

12.25.2 Cooperative Purchasing:

The CONTRACTOR will allow public safety first-responder agencies participating in the County EMS system to purchase disposable and reusable clinical supplies, pharmaceuticals, equipment, and capital items through the CONTRACTOR'S purchasing material management system. The County will not require CONTRACTOR to stock or provide items that it does not normally use in fulfilling its contractual obligations. PROPOSERS will describe the procedures for the first-response agencies to utilize the services, and submit the proposed mark-

up (if any) to be charged in addition to the CONTRACTOR'S actual cost for purchasing and handling such transactions.

12.25.3 Equipment Standardization:

PROPOSERS will describe specific programs and features proposed to promote interoperability and standardization of supplies and equipment among all providers within the County EMS system. First-response agencies are interested in an integrated bio-medical maintenance plan managed by CONTRACTOR. PROPOSERS should detail any offer that may assist in the accomplishment of this goal.

12.25.4 Use of First-Responder Personnel:

In any situation in which fire-department or other first-responder personnel assist the CONTRACTOR during transport to the hospital, the CONTRACTOR shall provide or arrange return transportation for those personnel. This will be accomplished within a reasonable period of time and CONTRACTOR will take reasonable measures to assure that the vehicle returning personnel is not assigned to another call until it has completed the return. PROPOSERS should express their commitments and proposed methods to return first responder personnel in a timely fashion. Some departments prefer to pick up their own personnel, while others have insufficient resources to accomplish the task. PROPOSERS should consult with the departments and propose a combination of methods that best meets the various departmental needs. Methods including reimbursement, return without delay, and agreed-upon return procedures will be considered.

12.25.5 In-Service Training:

12.25.5.1 Monthly Continuing-Education Classes: CONTRACTOR agrees to Provide at least one four-hour continuing-education class per month that meets the California EMS Authority and Monterey County EMS Agency requirements for EMS continuing education. The CONTRACTOR will offer its scheduled in-service training to all first responder agencies including BLS and ALS. This training should, at a minimum, facilitate on-scene interactions with CONTRACTOR'S personnel and provide access to the CONTRACTOR'S educational programs needed for the continued certification of first responders. The CONTRACTOR, however, is not responsible for the re-certification of public safety first-responder personnel.

12.25.5.2 CONTRACTOR shall provide ride-alongs and clinical internships for local EMS system EMT and paramedic students and first responders at the EMT or paramedic level.

12.25.5.2 CONTRACTOR, based on availability, shall participate in Monterey County Fire Chiefs Association countywide functional exercises, including the annual Wildland Fire School and provide ALS transport, as needed.

12.25.6 Critical Incident Stress Debriefing

12.25.6.1 CONTRACTOR shall allow first responder personnel involved in a critical incident that involved the CONTRACTORS resources, to participate in critical incident stress debriefing.

12.26 Communications-System Management:

This service shall include, but is not limited to, dispatch personnel, in-service training, monitoring quality improvement, and related support services. PROPOSERS should describe their plans to manage these functions.

12.26.1 Location:

CONTRACTOR will be required implement one of the following options: locate and operate an Ambulance Communications Center within the County Communications Center with its own personnel, contract with the County Communications Center to provide dispatch services, or provide an acceptable plan for seamless, two-way integration with the County Communications Center from another location. If the CONTRACTOR co-locates its communications center with the County PSAP, it will be responsible for paying a proportionate share of the operating expenses under a separate agreement with County Communications.

12.26.1.1 Use of County Communications Facilities:

Administrative office space is available in one of the 96 sq. ft. offices that are at the front of the building near the main entrance. There are two Dispatch work stations available on the dispatch floor.

There is a significant amount of rack space currently available in the computer room. County will provide racks at its cost to procure and install. All work within the 911 equipment room must be coordinated with Information Technology Department (ITD), and requires ITD approval and supervision at CONTRACTOR's cost.

The CONTRACTOR may propose to use the County's Tiburon CAD system. However, the cost of any modules or modifications required to meet the Contractor's needs would be the responsibility of the CONTRACTOR. Should the CONTRACTOR propose to use the County's CAD, a proportionate share of depreciation, maintenance and support costs will be allocated for payment by the CONTRACTOR. Without an understanding of the proposed configuration (positions, activity, out of County or non-EOA business, etc.) proposed, it is difficult to assess the charges that would be required.

If the CONTRACTOR uses the County Communications Facility, background and security requirements for dispatch staff are mandated by Police Officer Standard Training (POST) and would be required for CONTRACTOR's dispatchers. In addition, a lower level background/security clearance would be required for administrative staff working in or with regular access to the facility.

12.26.2 Staffing:

Staffing levels shall be such that emergency lines or CAD transfers will be answered within two rings or 10 seconds not less than 90% of cases. Performance under this standard will be calculated and reported monthly. CONTRACTOR'S call-takers will provide medically appropriate priority dispatch and pre-arrival instructions using Medical Priority Dispatch Systems protocols approved by the EMS Medical Director.

12.26.3 Hardware and Software:

The County may furnish certain dispatch communications equipment and radios, proposed communication infrastructure enhancements, and other equipment and associated software employed by the CONTRACTOR in the delivery of these services.

12.26.4 Computer-Aided Dispatch (CAD) System:

12.26.4.1 The CONTRACTOR will provide a computer-aided dispatch system to be utilized to record dispatch information for all ambulance requests. The CAD time-recording system must include the date, hour, minutes, and seconds. All radio and telephone communication, including pre-arrival instructions and time track, must be recorded by electronic means and kept for a minimum of two years after the contract is concluded. CONTRACTOR will provide remote access to the recording system to allow the County EMS staff and EMS Medical Director to access recordings of any telephone, radio, or other recording, at any time. This access may be provided through secure Internet Provider (IP) connection.

12.26.4.2 CONTRACTOR will describe its method to routinely and consistently synchronize the clocks of all data and recording systems used in the CONTRACTOR'S Ambulance Communications Center with the time displayed by the County CAD. The time recorded by the County CAD will be official, and the CONTRACTOR will install a system that will assure that at no time will the times recorded by the Ambulance CAD or any telephone or radio-recording equipment differ from the official time by more than 4 tenths of one second (400 milliseconds).

12.26.4.3 CONTRACTOR may specify and provide the CAD and optional MDT/AVL systems that best supports its methods of operation. Subject to County approval.

12.26.5 Interface to County 911 PSAP:

If the CONTRACTOR elects to use its own CAD or MDT/AVL system, CONTRACTOR will be required to install and maintain, at CONTRACTOR'S expense, a real-time two-way interface between the CONTRACTOR-provided CAD and the County CAD system located at the County-operated PSAP. The County currently uses a Tiburon CAD.

Whether or not the Contractor's communications center and CAD are co-located with the County Communication Center, a two way CAD-to-CAD interface is required. If Contractor proposes to install their own CAD to process/dispatch EMD calls, a CAD-to-CAD interface is still required to reduce call transfer and processing times and increase accuracy.

The interface will, at a minimum, provide the following functionality:

12.26.5.1 Instantaneous transfer of ambulance-call information from County CAD to Ambulance CONTRACTOR'S CAD using no more than a single keystroke.

12.26.5.2 Automatic receipt and verification of call information by the Ambulance CONTRACTOR'S CAD.

12.26.5.3 Automatic coordination of GIS coordinates and address verification. The County intends to provide access to the County base GIS data for import into the CONTRACTOR's CAD system geofile. This may be accomplished by several methods. Proposers should explain their preferred method of "synchronizing" geofiles. The final procedure will be determined during contract negotiations.

12.26.5.4 Log of each message sent or received using the interface.

12.26.5.5 Provision by the CONTRACTOR of Priority Dispatch Patient Determinants and Response Descriptors to the County.

12.26.5.6 An automated and time-stamped electronic Acknowledgement or “receipt” for each transaction.

12.26.5.7 Automatic 2-way transfer of call notes between CAD systems or other terminals if co-located in the County PSAP

12.26.5.8 Ability for Ambulance dispatchers to initiate incidents and transfer them to the County CAD.

12.26.5.9 Automated cross-platform reporting of unit status (e.g., ambulance en-route, on scene, etc.).

12.27.6 Communications-Center Personnel Qualifications:

Medical communications workers, at a minimum, must be trained according to County EMS Agency's adopted program of national standards, the National Highway Traffic Safety Administration (NHTSA) Emergency Medical Dispatch National Standard Curriculum, and have and maintain appropriate emergency medical dispatch (EMD) certification.

12.27.7 Priority Dispatch Protocols and Pre-Arrival Instructions:

12.27.7.1 The County utilizes medical dispatch protocols and pre-arrival instructions approved by the EMS Medical Director and EMS Director. CONTRACTOR shall be required to implement these medical dispatch protocols and pre-arrival instructions at the beginning of the agreement.

12.27.7.2 Dispatch priorities are subject to change by the EMS Medical Director. CONTRACTOR may make a request for a rate adjustment to the EMS Director if it can demonstrate that a dispatch priority change results in increased costs. While “priority dispatching” as defined by the Fellows of the National Academy of EMS Dispatch is required, the County does not allow the concept of “call screening.” It shall be a major breach of this contract for the CONTRACTOR to fail to respond to a call or to transport or to render emergency medical patient assessment and treatment, as appropriate, or to otherwise refuse or fail to provide any ambulance services originating within the regulated service area because of the patient’s perceived, demonstrated, or stated inability to pay for such services or because of an unavailability status, other than declared disasters, or the location of any ambulance unit at the time of the request.

12.27.7.3 Adherence to medical dispatch protocols is required. Compliance with call-taker and dispatcher questions and pre-arrival instructions shall be a

routine part of an integrated quality-improvement process and shall be reported on a monthly basis with response statistics.

12.27.8 Data and Reporting Requirements:

12.27.8.1 The long-term success of an EMS system is predicated upon its ability to both measure and manage its operations. Therefore the County will require the CONTRACTOR to provide detailed operations, clinical, and administrative data in a manner that facilitates its retrospective analysis. The County desires that the communications and clinical record-keeping systems employed by the CONTRACTOR be capable of capturing all California EMS Authority, Monterey County or federally mandated data elements (NEMSIS Gold Standard.)

12.27.8.2 The CONTRACTOR will be required to implement an EMS Agency approved electronic patient-care record on the first day of service.

12.27.9 Dispatch Computer:

The dispatch computer supplied by the CONTRACTOR shall, at a minimum, be capable of the following:

12.27.9.1 Electronic data entry of every response on a real-time basis.

12.27.9.2 Color-coded prioritization of deployment planning, displaying calls received for runs pending, runs in progress, transfers scheduled up to 24 hours in advance, and status of ambulance resources available for service.

12.27.9.3 Continuous display of unit time in each response status.
Automatic display of units exceeding pre-determined “time in status” criteria for deployment and crew safety.

12.27.9.4 Immediate recall on any current, previous, or scheduled run for inquiry by date, incident number, location, or patient name.

12.27.9.5 On-line, real-time visual display showing a deployment plan, and prioritization of countywide coverage, for that time of day and day of week.

12.27.9.6 Automated integration with digital paging, mobile status messages, and 9-1-1 CAD displays.

12.27.9.7 Simultaneous and continuous printed logs of deployment.

- 12.27.9.8 Security features preventing unauthorized access or retrospective adjustment, with full audit trail documentation.

12.28 Communication-Center Data Capabilities:

- 12.28.1 Electronic data system provided by CONTRACTOR must be capable of producing the following reports to be utilized in measuring response-time compliance:

- 12.28.1.1 Emergency life-threatening and non-life-threatening response times by jurisdiction and by user definition.

- 12.28.1.2 Unscheduled non-emergency and scheduled non-emergency response times by jurisdiction and by user definition.

- 12.28.1.3 Out-of-chute response times by crew members.

- 12.28.1.4 On-scene times.

- 12.28.1.5 Hospital patient delivery times by crewmembers.

- 12.28.1.6 Emergency and non-emergency responses by hour and day.

- 12.28.1.7 Dispatch personnel response-time reports.

- 12.28.1.8 Canceled run report.

- 12.28.1.9 Demand analysis report.

- 12.28.1.10 Problem hour assessment.

- 12.28.1.11 Call mode by hour and day.

- 12.28.1.12 Ambulance alert exception report.

- 12.28.2 In addition, the CONTRACTOR shall fully complete a manual “dispatch card” approved by the County for each ambulance dispatch when the CAD computer is inoperable. Following the resumption of normal service of the CAD system, the CONTRACTOR’S personnel shall enter the data from the manual “dispatch cards” into the CAD system.

- 12.28.3 The CONTRACTOR will provide one or more terminals including 1) CAD administrative terminal, and 2) Electronic Patient Records System Access, for installation at the County EMS Agency. These terminals may

be consist of one or more computers and displays and will be used to observe and oversee the CONTRACTOR'S performance. The CAD and data contained within it will be the property of the County. The CONTRACTOR will not modify any portion of the database once information has been originally entered during dispatch operations. Should CONTRACTOR require modification or correction of any data contained in the database, it may submit a written request for data modification to the EMS Director.

- 12.28.4 Emergency Communications Equipment: The CONTRACTOR shall install and maintain Next Generation compatible mobile and portable radios that shall be capable of transmitting and receiving authorized County, local government and state frequencies. The CONTRACTOR'S Communications Center will be similarly equipped to permit operation on all appropriate frequencies.

12.29 Quality Improvement and Medical Control:

The CONTRACTOR'S electronic data system must be capable of capturing and reporting common data elements that are standard for the EMS industry, the NEMSIS Gold Standard data elements and those currently collected in the Monterey County EMS system. In addition, it is anticipated that the data system will be capable of reporting adherence to medical dispatch protocols, adherence to primary and secondary medical priority dispatch questioning, and provision of pre-arrival instructions.

12.30 Records:

- 12.30.1 The CONTRACTOR shall operate and manage the data collection system in accordance with the County's standards. It is understood that the data system shall include, but not be limited to, the following generally described sources. It is also understood that the CONTRACTOR shall make these records available upon verbal or written request of the County.

12.30.1.1 Uniform dispatch report form to the County specifications.

12.30.1.2 Uniform patient care form to the County specifications.

12.30.1.3 Equipment maintenance and inventory control schedules as required by the County.

12.30.1.4 Deployment planning reports.

12.30.15 Continuing education and certification records documenting training and compliance.

- 12.30.16 An electronic patient care report form is required to be completed for all ambulance responses and for all patients for whom an assessment is made or care rendered at the scene, regardless of whether the patient is transported. CONTRACTOR will submit the contents of the patient care records to the EMS Agency electronically. Patient care records should clearly identify those instances when two or more patients are transported in the same ambulance so that proper billing can be done. Further, a round trip transport occurs when a single ambulance takes a patient to a destination and then provides a transport back to the point of origin. Round trip transports are to be counted as two transports.
- 12.30.17 In order to ensure that the County and EMS Medical Director can conduct system-wide quality improvement activities, the CONTRACTOR is required to provide the EMS Agency with electronic copies of accurately completed patient care report forms including, but not limited to, correct name, address, date of birth, social security number, and signature of the patient or patient representative (or clearly stated reason why patient is unable to sign), and sufficient information to appropriately document medical necessity.
- 12.30.18 CONTRACTOR is required to provide all patient care records in an electronic format approved by the County. CONTRACTOR will provide detailed information regarding the method proposed to accomplish this requirement, including technical specifications, edit and audit capabilities, provisions for security, and the advantages of the CONTRACTOR'S approach to electronic patient records. The CONTRACTOR will be required to implement an electronic patient care record system on the first day of the Agreement. CONTRACTOR will provide a detailed analysis of the system. The electronic software shall be purchased in the name of the Monterey County EMS Agency or provide a change in ownership or licensing to the EMS Agency and CONTRACTOR shall provide title, license, and ownership of the software to the County for the use of all EMS responders within the County EMS system. The County may implement an electronic patient care system prior to the implementation of an Agreement. CONTRACTOR shall be required to utilize this system and to reimburse the EMS Agency for the cost of the system at a cost to be determined during the contract development. Appropriate adjustments to the proposed rates will be considered at that time if they differ from the PROPOSERS

estimated costs. CONTRACTOR shall be required to maintain all ongoing costs of the system and the linkage to the CONTRACTOR billing software.

PROPOSERS should explain the advantages of their offers including the modules and capabilities of the proposed electronic data system compared to any County proposed system. The County will then determine which system best meets the needs of the County.

12.30.1.10 Properly completed Electronic Patient Care Records must be electronically available to the EMS Agency on the next business day following the date of service.

12.31 Monthly Reports Required:

CONTRACTOR shall provide, by the tenth day of each calendar month, any requests for amendments to the database and reports dealing with its performance during the preceding month as it relates to the clinical, operational, and financial performance stipulated herein. The format of such reports shall be subject to County approval.

12.32 Financial Statements:

Every month, the CONTRACTOR will submit an income statement or financial statement to the County. The income and financial statements shall be in a format acceptable to the County and shall be certified by a certified public accountant that has direct responsibility for financial aspects of the CONTRACTOR'S operations under the County contract. It is understood that, if a request for increase or adjustment in ambulance rates is made as allowed under the agreement, that the County may conduct an audit at CONTRACTOR'S expense to verify these statements, and County may make them available to other parties as deemed appropriate.

12.33 Miscellaneous Reports:

CONTRACTORS shall also comply with such other miscellaneous reporting requirements as may be specified by the County, provided that these additional reporting requirements shall not be unreasonable or excessively cumbersome to the CONTRACTOR.

12.34 Internal Risk Management/Loss-Control Program Required:

The County believes that education and aggressive accident prevention is the best mechanism to avoid injuries to patients, first responders, and the CONTRACTOR'S staff. Therefore, the County requires the CONTRACTOR to

develop and implement an aggressive loss-control program including, at a minimum, physical pre-screening of potential employees, including pre-employment, random and for cause drug testing, pre-employment and periodic criminal records and background checks using the California Department of Justice Live Scan system (with a minimum requirement of meeting the criteria for a California Ambulance Driver's Certificate, whether the employee is expected to drive a vehicle or not), initial and on-going driver training, lifting-technique training, hazard-reduction training, as well as involvement of employees in planning and executing its safety program.

12.35 Stand-By and Special Events Coverage:

12.35.1 Upon request by first-responder agencies, the CONTRACTOR shall furnish dedicated courtesy stand-by coverage at significant emergency incidents involving a potential danger to the personnel of the requesting agency or the general public. Once assigned to the standby, permission to release the unit(s) for other duties must be granted by the Incident Commander.

12.35.2 Upon request of first-responder agencies, the CONTRACTOR shall furnish non-dedicated units at its expense, to participate in as many as six scheduled multi-agency training exercises each year including the annual Wildland Fire School.

12.35.3 Other community-service-oriented entities may request stand-by coverage from the CONTRACTOR. The CONTRACTOR is encouraged to provide such non-dedicated stand-by coverage to events.

12.35.4 If the CONTRACTOR is requested to provide such services with a dedicated ambulance, then the CONTRACTOR may provide such services and charge for the services at the rate for standby services specified in the Contract. These rates will be competitively set in the pricing submission of the proposal. Each dedicated event shall have a two-hour minimum for one hour for set-up and one hour for clean-up. CONTRACTOR may also make a paramedic or EMT, if appropriate, available for scheduled stand-by and special events coverage at an hourly rate set in the pricing submission of the proposal. No minimum or additional time for set-up and clean-up will be allowed for paramedic-only events. CONTRACTOR will secure all contacts and billing information required and seek payment from the event sponsors.

12.36 Community Education Requirements:

The County desires that its CONTRACTOR take significant steps to improve access to the 9-1-1 System and participate in community education programs emphasizing CPR training, injury prevention, health promotion, and emergency

skills. These programs are to be available to schools and community groups. It is the County's expectation that the CONTRACTOR will work collaboratively with the County and other public-safety and EMS-related groups, such as the American Heart Association, the American Red Cross, and the fire departments. CONTRACTOR shall propose and participate in a Community Education Plan that is designed to enhance the County's goals. This should include participation in EMS Week activities, and the provision of at least 48 hours of public relations service events, if requested, per year (in addition to events that are provided on a non-dedicated basis). Public Relations hours may, at the CONTRACTOR'S option, be provided by in-service units/personnel. The County shall review all such programs in advance and may approve or disapprove of proposed programs. If the County disapproves, the CONTRACTOR shall not count the hours of that program toward meeting the 48 hour requirement.

12.37 Mutual Aid:

12.37.1 The CONTRACTOR shall provide mutual aid as directed by the County Medical Health Operational Area Coordinator (MHOAC). Additionally, the County and/or CONTRACTOR with County approval may enter into mutual-aid agreements with other agencies which will utilize the other provider's units to occasionally respond to calls within the County's jurisdiction, provided that the level of service is substantially equal to that provided by the CONTRACTOR. Mutual aid may be utilized to augment, but not replace, the services that the County requires from the CONTRACTOR.

12.37.2 County and/or CONTRACTOR, with County approval, may enter into mutual-aid agreements with other agencies which will use CONTRACTOR's units to occasionally respond to calls outside the County's jurisdiction or the EOA under the Agreement.

12.37.3 The CONTRACTOR shall at all times have one Ambulance Strike Team (AST) consisting of five ALS ambulances and one AST leader, who shall be certified and qualified, and available for immediate deployment as directed by the MHOAC or designee upon his or her evaluation of the system status at the time of the request.

12.37.4 The CONTRACTOR shall provide a proposed plan that is acceptable to the County to replace the AST resources within two hours of deployment.

12.37.5 CONTRACTOR shall operate the County acquired Disaster Medical Support Unit (DMSU) to be used to carry equipment and supplies to respond to multiple casualty incidents and/or disasters in or out of the County if requested as part of the County's mutual aid policies and agreements. The DMSU shall be maintained at all times and ready for immediate deployment. CONTRACTOR shall maintain all mechanical

aspects of the DMSU and maintain supplies to handle up to fifty (50) patients. Supplies shall include all items listed in the DMSU agreement between the County and the State of California.

12.38 Disaster Assistance and Response:

12.38.1 The CONTRACTOR shall be actively involved in planning for and responding to any declared disaster in the County. CONTRACTOR will be required to participate in planning processes related to all County plans originated by the County and to cooperate with the implementation of the plans during any incident covered by the plans. CONTRACTORS should describe their proposed “surge capacity,” including in-County and out-of-County resources that would be available to respond to disaster/major emergency situations. CONTRACTOR will adhere to all County emergency-operations plans, incident-response plans, and coordinated emergency-response plans. CONTRACTOR will be required to participate in specified training evolutions and exercises of these plans.

12.38.2 In the event that a disaster within the County is declared, normal operations shall be suspended, and the CONTRACTOR shall respond in accordance with the County’s disaster plan. The CONTRACTOR shall use best efforts to maintain primary emergency services and may suspend non-emergency service as required. During the period of declared disaster, the County will not impose performance requirements and liquidated damages for response times except as follows: In the event that a disaster situation is localized in nature, performance requirements and liquidated damages may be suspended only for those portions of the service that CONTRACTOR can demonstrate are affected by the disaster situation.

12.38.3 The County will bear no responsibility to pay for extraordinary expenses generated by disaster situations. County will assist CONTRACTOR in obtaining reimbursement for the documented, direct, marginal increased cost of providing approved disaster services. This provision will only be used for situations in which the County, State, or Federal Government has declared a disaster or state of emergency. CONTRACTOR will cooperate with and assist County in recovering costs associated with disaster situations by providing documentation and information required to obtain Federal and State disaster relief.

12.39 Deployment Planning and Initial Plan:

12.39.1 During the first quarter year of operations, the CONTRACTOR shall adhere to or exceed the initial coverage plan submitted in its proposal. It is anticipated that the CONTRACTOR’S initial coverage plan may

require more or less unit hours than may be necessary after the CONTRACTOR has gained experience with the local system. CONTRACTORS must provide sufficiently detailed information in their submissions, including unit hours per day and shift schedules, to allow evaluation of the thoroughness of the plan.

- 12.39.2 Subsequent coverage-plan modifications, including any significant decreases in unit hours or changes in post locations, priorities, and around-the-clock coverage levels, may be made after notifying the EMS Director, in writing, at least five business days prior to the implementation of the change.

13.0 CLINICAL AND EMPLOYEE PROVISIONS

13.1 Medical Oversight:

The County shall furnish medical-control services, including the services of an EMS Medical Director for all system participants (first responder agency, communications agency, and transport agency) in accordance with the EMS Ordinance. The County employs or contracts with the EMS Medical Director. To avoid potential conflicts of interest, the EMS Medical Director shall receive no compensation or remuneration from the CONTRACTOR.

13.2 Medical Protocols:

- 13.2.1 CONTRACTOR shall comply with medical protocols and other requirements of the system standard of care as established by the EMS Medical Director.
- 13.2.2 CONTRACTORS shall review all EMS Agency adult and pediatric treatment protocols and system policies and provide training to their personnel on the documents to assure compliance.
- 13.2.3 CONTRACTOR shall propose an inventory quantity of supplies, equipment, and pharmaceuticals that will support the current clinical and operational practice within the Monterey County EMS system.

13.3 Direct Interaction with Medical Control:

Field and communications personnel have the right and responsibility to interact with the system's medical leadership on all issues related to patient care. This personal professional responsibility is essential. The Contract will include safeguards against the CONTRACTOR'S organization preventing or discouraging this interaction from occurring.

13.4 Medical Review/Audits:

13.4.1 The goal of the medical audit process is to improve patient care by providing feedback on the system and individual performance. If the audit process is to be positive, it routinely must produce improvement in procedures, on-board equipment, and medical practices. It is the CONTRACTOR'S responsibility to incorporate this feedback in its daily operations.

13.4.2 The EMS Medical Director may require that any of the CONTRACTOR'S employees attend a medical audit when necessary. Employees may attend any audit with respect to any incident in which they were involved that is being formally reviewed, but must maintain the confidentiality of the medical audit process.

13.4.3 The Medical Director shall at all times work with CONTRACTOR to ensure that procedures and processes, which are already in place in the CONTRACTOR'S organization, are not altered unnecessarily.

13.5 Duties of the Medical Director:

The duties of the EMS Medical Director are defined by California law and outlined in the EMS Ordinance and County EMS Policy.

13.6 Minimum Clinical Levels and Staffing Requirements:

All of CONTRACTOR'S ambulances rendering services shall be staffed and equipped to render advanced life support. The paramedic shall be a California-licensed, Monterey County-accredited paramedic and shall be responsible for all care given to patients. The minimum requirement for the second staff member shall be an EMT-1 currently certified in California.

13.6.1 PROPOSERS may request utilization of BLS ambulances for appropriate interfacility transports as part of their proposal.

13.7 Demonstrable Progressive Clinical Quality Improvement Required:

13.7.1 The CONTRACTOR shall participate in the County's comprehensive quality-improvement process for the EMS system. The CONTRACTOR'S internal program shall include, at a minimum, medical dispatch personnel and transport personnel. Quality-improvement processes shall be utilized to improve patient care, operations and facilitate continuing education.

13.7.2 The CONTRACTOR will provide, and in its proposal describe, a Customer Service program that addresses interactions with patients and

families, oversight agencies, emergency department physicians and nurses, other healthcare facilities, fire service agencies, law enforcement agencies, public officials, and media representatives. The program will provide timelines for initial contact, investigation and follow-up of findings, a process for tracking inquiries and complaints by source, types and outcomes, and a methodology for improving customer service by CONTRACTOR'S employees.

13.7.3 The CONTRACTOR shall provide internal or subcontracted in-service training programs designed to meet employee certification, licensure and accreditation requirements that will be offered at no cost to employees. CONTRACTOR will provide access to these programs to first-responder agencies at CONTRACTOR'S cost.

13.7.4 The CONTRACTOR may make a request to the EMS Director for a rate adjustment if mandated clinical upgrades occur.

13.8 Transition of Incumbent Contractor's Employees

13.8.1 This section does not apply to management employees currently working in the County EMS system.

13.8.2 There are a number of certified and licensed personnel that are currently working in the County EMS system. To ensure that employees have a reasonable opportunity of employment in the CONTRACTOR'S operation, the CONTRACTOR is expected to preferentially hire employees, including dispatchers, currently working in the system on a seniority basis, if CONTRACTOR determines that those employees are competent and qualified to perform the services required under the Agreement. For all purposes related to shift assignments and local matters that may relate to seniority, the CONTRACTOR will calculate and honor seniority of incumbent contractors' employees from the date of their first employment within the County EMS system, unless this provision is superseded by the terms of a collective bargaining agreement. CONTRACTOR is not expected to hire unqualified employees, and it is expected that CONTRACTOR will assure qualification prior to hire. In addition, CONTRACTOR is not expected to retain or hire any employees it has cause not to retain or hire based on past performance or conduct while working in the County EMS system under the existing agreement, and misconduct, failure to pass a drug test, failure to pass a background check and the provisions of Health and Safety Code Section 1798.200(c) shall serve as the basis for determining if CONTRACTOR has substantial cause not to retain or hire an employee. (See Section 13.8.3, below). CONTRACTOR shall

provide, in its proposal, a detailed plan to comply with the drug testing and background check requirements specified in Section 12.34 above.

- 13.8.3 CONTRACTOR shall make a written offer of employment to each employee retained, as required by this section. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. The County has expressed its desire to see that incumbent contractors' employees are treated fairly, with a wage and benefit program that is equivalent to that provided by the incumbent contractors at the time of transition. CONTRACTOR shall specify in its proposal its specific plan and criteria for employee retention.
- 13.8.4 Should a successful CONTRACTOR require physical agility or other testing that may disqualify incumbent contractors' employees, the CONTRACTOR must demonstrate the applicability and fairness of the physical agility or other testing requirements to the employee's duties.
- 13.8.5 If at any time the CONTRACTOR determines that fewer employees are needed to perform services under the Agreement than were required by the incumbent contractors, CONTRACTOR shall retain employees by seniority within the job classification. If a full-time employee is not retained as a full-time employee, CONTRACTOR shall place the employee at the top of the list of part-time employees within the job classification.
- 13.8.6 CONTRACTOR, upon implementation of the Agreement, shall provide a list of employees providing services under the Agreement. The list shall indicate which of the employees were employed by the incumbent contractors. CONTRACTOR shall also provide a list of any incumbent contractors' employees who were not retained.

13.9 Key Personnel

13.9.1 The County will, in part, base the award of a contract upon the qualification of the CONTRACTOR, and upon the qualifications of key personnel presented in the CONTRACTOR'S proposal. The CONTRACTOR will be expected to furnish the personnel identified in the proposal throughout the term of the contract. The CONTRACTOR is expected to furnish the same personnel, or replacement personnel with equal or superior qualifications. It is the specific intent of this provision to prevent "bait-and-switch" bidding practices, whether intentional or not.

13.9.2 CONTRACTOR is required to submit their minimum requirements for education and training of their supervisory and management personnel. A description of in-house programs, tuition support, and continuing education for management and supervisory personnel should be included.

13.9.3 CONTRACTOR is required to provide the title, reporting relationship, and limits of authority for the senior executive, on site, serving as the main contact with the County.

13.9.4 CONTRACTOR is required to identify by name, title, and reporting relationship for the Monterey County-based person who will be responsible for the development and management of the Quality Improvement Program.

13.10 OSHA and Other Regulatory Requirements:

It is anticipated during the term of this contract that certain regulatory requirements for occupational safety and health, including but not limited to infection control and blood-borne pathogens, may be increased. It is the County's expectation that the CONTRACTOR will adopt procedures that meet or exceed all requirements for dealing with these matters. The costs for any OSHA requirement added to the system after the first year of the contract will be cause for discussions concerning compensation adjustments. During the first year of the contract, the CONTRACTOR will be responsible for paying for any new OSHA requirements.

13.11 Discrimination Not Allowed:

During the performance of this contract, the CONTRACTOR agrees that it will comply with all applicable provisions of federal, state, and local laws and regulations that prohibit discrimination. Specifically, the CONTRACTOR warrants that:

13.11.1 During the performance of this contract, the CONTRACTOR shall not unlawfully discriminate against any employee or applicant for

employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sexual preference, or gender. The CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. The CONTRACTOR shall comply with the provisions of the California Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).

- 13.11.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, will be incorporated into the contract by reference and made a part thereof as if set forth in full.
- 13.11.3 The successful CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all agreements with sub-contractors to perform work under the contract.
- 13.11.4 All solicitations or advertisement for employees placed by or on behalf of the CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 13.11.5 The CONTRACTOR will comply with Executive Order 11246 as amended, if applicable, and the rules, regulations, and orders of the Secretary of Labor.
- 13.11.6 The CONTRACTOR will be responsible for determining the applicability of and compliance with any federal or state regulation enacted pursuant to: Executive Orders; federal legislation or amendments to legislation; and state legislation or amendments to legislation.

13.12 Work Schedules and Employee Affairs – An Employer Matter:

- 13.12.1 Even though PROPOSERS are encouraged to be creative in delivering the service as required by this RFP, the CONTRACTOR'S employees are expected to employ reasonable work schedules and conditions. Specifically, patient care must not be hampered by impaired judgment or motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime without adequate rest. Each PROPOSER shall include detailed information regarding its policies and standards regarding work schedules, use of overtime, required rest periods, shift limitations and related situations in its proposal.

13.12.2 The County emphasizes that the CONTRACTOR is responsible for managing its employees, including managing personnel and resources, fairly and effectively in a manner that ensures compliance with the contract that will be ultimately executed by the CONTRACTOR. The County will not otherwise involve itself in CONTRACTOR management and employee relationships.

13.12.3 CONTRACTOR will provide a standard operating procedures manual that includes EMS Agency adult and pediatric treatment protocols and policies, and employer policies to each employee as part of their employee orientation process.

14.0 FINANCIAL AND ADMINISTRATIVE PROVISIONS

14.1 Terms and Renewal Provisions:

14.1.1 The term of the agreement ultimately executed by the successful CONTRACTOR will be for a period of five years beginning September 1, 2009. The CONTRACTOR may earn up to five contract extensions of one year each according to the terms of the renewal provisions of the agreement.

14.1.2 To earn each extension, the CONTRACTOR must exceed the minimum requirements of the contract during the previous term. Extensions must be applied for and approved annually, to allow adequate time to conduct a new competitive procurement should the extension not be granted. A procedure for evaluation of renewal requests will be contained in the contract. At a minimum, it will include: (a) verification of compliance with contract performance requirements, (b) verification of compliance with contract financial requirements, and (c) a “report card” grading CONTRACTOR’S clinical performance. During each year of the contract, the CONTRACTOR may apply for a renewal by submitting a written request to the County no later than the last day of August. County will determine if the request is to be granted no later than the last day of August of the same year.

14.1.3 If CONTRACTOR fails to apply for, or is denied, a one-year extension in any year, it will not be eligible for future contract extensions.

14.2 Insurance and Indemnification Provisions:

PROPOSERS will provide satisfactory evidence that if chosen as the County’s CONTRACTOR, the CONTRACTOR will be able to provide throughout the term of the contract insurance coverage meeting or exceeding the coverage, endorsements, and notices required in Section 20, Insurance Coverage.

Additionally, PROPOSERS and the successful CONTRACTOR must agree to the indemnity provisions detailed in Section 19, Indemnification, which will be incorporated in the contract.

14.3 Performance Security:

14.3.1 Due to the importance of the EMS System to the community it serves, the County must do everything possible to eliminate the potential for a system failure. Ambulance service is an essential service, and a well-designed system incorporates a variety of performance security measures to minimize the potential for failure and to sustain uninterrupted service in the event of the failure of the CONTRACTOR.

14.3.2 The County will use a combination of performance security provisions to safeguard the public. In this procurement, the County will use a pre-qualification of PROPOSERS. The County will own some portions of the system infrastructure necessary to provide service. Additionally, the CONTRACTOR will execute one or more lease/purchase and/or three-way leasing agreements or standby lease agreements which will assure the County immediate access to any CONTRACTOR provided vehicles, equipment and supplies and other assets that the County determines are necessary for the continued operations of the system, at any time during the term or at the end of a term of the contract. In addition, the County has the right to terminate the contract for non-performance or major breach and take over all of the all necessary CONTRACTOR'S equipment and vehicles, at CONTRACTOR'S expense, to operate an ambulance service, including but not limited to patient care supplies, equipment and ambulance vehicles.

14.4 Continuous Service Delivery:

The chosen CONTRACTOR must expressly agree that, in the event of a default by the CONTRACTOR, the CONTRACTOR will work with the County to assure continuous delivery of services regardless of the underlying cause of the default. The CONTRACTOR agrees that there is a public health and safety obligation to assure that the County is able to provide uninterrupted service delivery in the event of default, even if the CONTRACTOR disagrees with the determination of default. Further, the CONTRACTOR agrees that, if notified by the County of a determination of default and intent to execute an emergency takeover of the system, the CONTRACTOR will cooperate fully with the takeover, and may challenge or appeal the matter only after the takeover has been completed.

14.5 Performance Security and Irrevocable Letter of Credit:

14.5.1 Due to the impracticality and difficulty of determining actual damages in the event of CONTRACTOR'S failure to perform, or breach of contract,

the parties will agree in the contract that the amount of one million, five hundred thousand dollars (\$1,500,000) is a reasonable amount for performance security. CONTRACTORS will provide this performance security entirely through an irrevocable letter of credit. Contractors must also maintain a separate account of \$100,000 directly accessible by the County for assessment of response penalties. All accounts, either the irrevocable letter of credit or the additional response penalties account must be replenished to the full amount within 14 days of a withdrawal by the County.

14.5.2 CONTRACTOR will deposit with the County an irrevocable letter of credit and the access to the additional response penalties account in a form acceptable to the County.

14.5.3 The minimum amount of the irrevocable letter of credit shall be \$1.5 million. It must be issued by a federally insured (FDIC) banking institution, acceptable to the County, with a debt rating of 1A or higher by the FDIC; A or higher by Standard and Poor's; A or higher by Moody's investors; or have a comparable rating by another rating system acceptable to the County.

14.5.4 Failure to meet Performance Security Requirements. The CONTRACTOR'S failure to meet the performance security requirements before or after the execution of the agreement may be deemed a material breach of the agreement.

14.5.5 Should a CONTRACTOR initially prevail in this procurement and then fail to provide the required irrevocable letter of credit and response penalties account specified herein, the County will not execute the agreement, and the CONTRACTOR will be disqualified and forfeit the proposal deposit.

14.5.6 The irrevocable letter of credit will be used to assure the operation of the ambulance service, including, but not limited to, the conduct of a procurement process, and negotiation or related administrative expenses, and additional contract costs incurred as a result of contracting with a new CONTRACTOR, should the County terminate performance of the CONTRACTOR under the contract because of default.

14.6 Forfeiture:

In the event the County terminates performance of the CONTRACTOR under the agreement in accordance with its terms, the CONTRACTOR will immediately forfeit the full amount of its performance security irrevocable letter of credit as liquidated damages.

14.7 CONTRACTOR Default:

Circumstances that constitute a default of the contract include a finding by the County of any of the following:

- 14.7.1 Failure of the CONTRACTOR to operate the system in a manner which enables the County and the CONTRACTOR to remain in compliance with federal or state laws, rules, or regulations, and with the requirements of the County EMS ordinance and/or related EMS policies, rules and regulations.
- 14.7.2 Falsification of information supplied by the CONTRACTOR during or subsequent to this procurement process, including by way of example, but not by way of exclusion, altering the presumptive run-code designations to enhance the CONTRACTOR'S apparent performance, or falsification of any other data required under the agreement.
- 14.7.3 Creating patient transports so as to artificially inflate run volumes.
- 14.7.4 Chronic failure of the CONTRACTOR to provide data generated in the course of operations including by way of example, but not by way of exclusion, dispatch data, patient report data, response time data, or financial data.
- 14.7.5 Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period.
- 14.7.6 Chronic failure of the CONTRACTOR'S employees to conduct themselves in a professional and courteous manner or present a professional appearance.
- 14.7.7 Chronic failure of the CONTRACTOR to maintain equipment in accordance with manufacturer-recommended maintenance procedures.
- 14.7.8 Making assignments for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by a custodian, receiver, or trustee for a substantial part of its property; or commencing any proceeding related to bankruptcy, reorganization arrangement, readjustment of debt, dissolution, or liquidation law or statute.
- 14.7.9 Failure of the CONTRACTOR to cooperate with and assist the County after a default has been declared as provided herein, even if it is later determined that such breach never occurred or that the cause of the breach was beyond the CONTRACTOR'S reasonable control.

- 14.7.10 Acceptance by the CONTRACTOR or CONTRACTOR'S employees of any bribe, kickback, or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the CONTRACTOR or CONTRACTOR'S employees could be reasonably construed as a violation of federal, state, or local law.
- 14.7.11 Payment by the CONTRACTOR or any of the CONTRACTOR'S employees of any bribe, kickback, or consideration of any kind to any federal, state, or local public official or consultant in exchange for any consideration whatsoever, when such consideration could be reasonably construed as a violation of any federal, state, or local law.
- 14.7.12 Chronic failure of the CONTRACTOR to comply with EMS system policy and procedures or to comply with clinical standards established by the County EMS Medical Director.
- 14.7.13 Failure of the CONTRACTOR to maintain the required insurance in accordance with the terms of the agreement.
- 14.7.14 Failure of the CONTRACTOR to meet response-time requirements as set forth in the agreement.
- 14.7.15 Failure to maintain an irrevocable letter of credit and response penalties account meeting the terms and amount(s) specified in the agreement.
- 14.7.16 Failure to replenish, within fourteen days, the irrevocable letter of credit or response penalties account after withdrawal of any amount by County.
- 14.7.17 Chronic failure to submit reports and information under the terms and conditions outlined in this RFP and any subsequent agreement.
- 14.7.18 Any failure of performance required in the agreement and which is determined by the County Health Officer and confirmed by the County Board of Supervisors to constitute a threat to public health and safety.

14.8 County's Remedies:

If conditions or circumstances constituting a default as set forth in Section 14.7 exist, the County shall have all rights and remedies available at law or in equity under the agreement, specifically including the right to terminate the agreement. The County's remedies shall be cumulative and shall be in addition to any other remedy available to the County.

14.9 Provisions for Termination of CONTRACTOR's Performance Under the Agreement:

- 14.9.1 In the event of default, which has been found by the County to be a threat to public health and safety, County will immediately initiate an emergency takeover of the EMS system including seizing all equipment, including vehicles, necessary to operate the EMS system and continue to provide ALS ambulance services and may terminate the agreement.
- 14.9.2 In the event of default that has not been found by County to be a threat to public health and safety, the County will give the CONTRACTOR written notice, return receipt requested, setting forth with reasonable specificity the nature of the default. Within five calendar days of receipt of such notice, the CONTRACTOR will deliver to the County, in writing, a plan to cure such default. The plan will be updated, in writing, every five calendar days until the default is cured. The CONTRACTOR shall have the right to cure such default within thirty calendar days of receipt of notice of default. If the CONTRACTOR fails to cure such default within the period allowed for cure, such failure to be determined by the sole and absolute discretion of the EMS Director, or if the CONTRACTOR fails to timely deliver the cure plan or updates to the County, the County may immediately terminate CONTRACTOR's performance under the agreement. The CONTRACTOR will cooperate completely and immediately with the County to effect a prompt and orderly transfer of all responsibilities to the County.
- 14.9.3 The CONTRACTOR will not be prohibited from disputing any findings of default through litigation, provided, however, that such litigation will not have the effect of delaying, in any way, the immediate transfer of operations to the County. Such dispute by the CONTRACTOR will not delay the County's access to funds made available by the irrevocable letter of credit or equipment including vehicles necessary to operate the EMS system and continue to provide ALS ambulance service. These provisions will be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety. Any legal dispute concerning the finding that a default has occurred will be initiated and shall take place only after the transfer of operations to the County has been completed, and will not, under any circumstances, delay the process of transferring operations to the County or delay the County's access to performance security funds as needed by the County to finance such transfer of operations.
- 14.9.4 The CONTRACTOR'S cooperation with, and full support of, the County's termination of its performance under the agreement, as well as the CONTRACTOR'S immediate release of performance security funds to the County, will not be construed as acceptance by the CONTRACTOR of the finding of default and will not in any way jeopardize the CONTRACTOR'S right of recovery should a court later find that the declaration of default was made in error. However, failure on the part of

the CONTRACTOR to cooperate fully with the County to effect a smooth and safe transition shall itself constitute a breach of the agreement, even if it is later determined that the original declaration of default by the County was made in error.

14.10 “Lame Duck” Provisions:

Should the CONTRACTOR fail to prevail in a future procurement cycle, the CONTRACTOR will agree to continue to provide all services required under the agreement until a new CONTRACTOR assumes service responsibilities. Under these circumstances, the CONTRACTOR will, for a period of several months, serve as a “lame duck” CONTRACTOR. To assure continued performance fully consistent with the requirements of the agreement through any such period, the following provisions will apply:

- 14.10.1 The CONTRACTOR will continue all operations and support services at the same level of effort and performance that were in effect prior to the award of the subsequent agreement to another CONTRACTOR, including but not limited to compliance with the provisions related to the qualifications of key personnel.
- 14.10.2 The CONTRACTOR will make no changes in methods of operation which could reasonably be considered aimed at cutting CONTRACTOR services and operating cost to maximize profits during the final stages of the agreement.
- 14.10.3 The County recognizes that if another CONTRACTOR should prevail in any future procurement cycle, the CONTRACTOR may reasonably begin to prepare for transition of the service to a new CONTRACTOR. The County will not unreasonably withhold its approval of the CONTRACTOR’S request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair the CONTRACTOR’S performance during this period.

15.0 GENERAL PROVISIONS

15.1 Assignment:

The CONTRACTOR shall not assign any portion of the agreement for services to be rendered without first obtaining written consent from the County. Any assignment made contrary to the provisions of this section may cause County to terminate the ambulance agreement and shall not convey any rights to the assignee. Any change in the controlling interest of CONTRACTOR’S ownership shall, for the purposes of the agreement, be considered a form of assignment. The

County shall not unreasonably withhold its approval of the requested change in ownership. County may require credentials and financial information from the assignee and may base its approval or withholding of approval on the information provided.

15.2 Permits and Licenses:

The CONTRACTOR shall be responsible for and hold any and all required federal, state, and local licenses required to perform the duties under the agreement. In addition, the CONTRACTOR will make all necessary payments for licenses and permits to conduct its business and duties under the agreement. The CONTRACTOR will assure that all necessary renewals are made on time. The CONTRACTOR will be responsible for ensuring that all of its personnel hold valid state licenses, local certifications, and accreditations at all times required to meet the CONTRACTOR'S responsibilities under the agreement.

15.3 Compliance with Laws and Regulations:

All services furnished by the CONTRACTOR under the agreement shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations. It shall be the CONTRACTOR'S sole responsibility to be fully familiar with all laws, rules, and regulations that apply to the services provided by the CONTRACTOR and to comply with them at all times. Furthermore, the CONTRACTOR agrees to perform in accordance with the provisions of any regulations or written guidelines established by EMS Medical Director pursuant to the Monterey County EMS Ordinance.

15.4 Product Endorsement / Advertising:

The CONTRACTOR shall not use the name, logo, or any equipment of the County for the endorsement of any commercial product or service without the written permission of the County.

15.5 Audits and Inspections:

EMS Director or EMS Medical Director representatives may at any time, and without notification, directly observe the CONTRACTOR'S operation of the communications center, maintenance facility, and any ambulance post location. The EMS Director, the EMS Medical Director or their representative may ride as an observer on any CONTRACTOR ambulance at any time, provided that in exercising this right to inspection and observation, such representatives shall conduct themselves professionally and shall not interfere with the duties of the CONTRACTOR's employees, and shall at all times respect the CONTRACTOR's employer/employee relationships. Such representatives shall have the right to audit the reports and data that the CONTRACTOR is required to

provide under the contract. The audits will be conducted during normal business hours, with a minimum of 48 hours notice to the CONTRACTOR.

15.6 Return of County Equipment:

The CONTRACTOR agrees to return any County-issued equipment, including personal protective equipment, in good working order, normal wear and tear excepted, at the termination of the agreement. For any County equipment not returned at the conclusion of the term, or for any equipment returned damaged or unusable, the County shall repair or replace said equipment at the CONTRACTOR's expense and deduct an equivalent amount from the CONTRACTOR's performance security.

15.7 Relationship of the Parties:

Nothing in the agreement resulting from this RFP shall be construed to create a relationship of employer and employee, or principal and agent, partnership, joint venture, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the agreement. Nothing in the agreement shall create any rights or remedies in any third party, it being solely for the benefit of the County and the CONTRACTOR.

15.8 Rights and Remedies Not Waived:

The CONTRACTOR will be required to covenant that the provision of services to be performed by the CONTRACTOR under the agreement shall be completed without further compensation than that provided in the agreement. The acceptance of work under the agreement and the payment therefore shall not be held to prevent maintenance of an action for failure to perform work in accordance with the agreement. In no event shall a payment consideration by the County be construed as a waiver by the County of any default of agreement requirements by the CONTRACTOR. County's payment shall in no way impair or prejudice any right or remedy available to the County with respect to default.

15.9 Consent to Jurisdiction:

The CONTRACTOR and its ultimate parent corporation shall consent to the exclusive jurisdiction of the courts of the State of California in any and all actions and proceedings between the parties hereto arising under or growing out of the agreement. Venue shall lie in Monterey County, California.

15.10 End-Term Provisions:

The CONTRACTOR shall have ninety days after termination of the agreement to supply the required audited financial statements and other such documentation necessary to facilitate the close out of the agreement at the end of the term.

15.11 Notice of Litigation:

The CONTRACTOR shall agree to notify the County as soon as practicable, or within two business days, or as legally mandated, of any litigation or significant potential for litigation of which the CONTRACTOR becomes aware which may have a material impact on or which names the CONTRACTOR. Further, the CONTRACTOR will be required to agree that it will disclose in writing to the County all litigation involving the CONTRACTOR, or the CONTRACTOR's related organization, owners, or key personnel.

16.0 SUBMISSION AND SCORING OF PROPOSALS

General Submission Information:

16.1 Procurement Time Frames

The schedule for the Monterey County EMS procurement is outlined in Section 5 of this RFP. Failure to comply with any time frames outlined in the procurement schedule shall result in automatic disqualification of the PROPOSER.

16.2 Cost of Participation

All costs associated with participation in this procurement process shall be borne by the PROPOSER. The County will not be responsible for any costs incurred by any party as a result of participation in this process.

16.3 County to Investigate Credential and Proposal Submissions

16.3.1 The PROPOSER shall submit executed notarized "Investigative Authorization Forms" for the company(s) whose credentials are submitted for review and for all owners, officers, and key personnel. Publicly held companies need only submit the company release and those for the managers and key personnel who would be involved in the fulfillment of the contract or in the preparation of the proposal. Copies of the required release forms are provided as Appendix 7, Investigative Releases.

16.3.2 The County reserves the right to reject any or all proposals.

16.4 Own Expertise and Judgment Required

Each PROPOSER is specifically advised to use its own expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain

the performance required under this RFP. “Methods,” in this context, means compensation programs, shift schedules, personnel policies, supervisory structures, ambulance deployment techniques, and other internal matters which, taken together, constitute each PROPOSER’S strategies and tactics for accomplishing the task. The County recognizes that different PROPOSERS may employ different methods with equal success. By allowing each PROPOSER to select, employ, and change its production methods, the County hopes to promote innovation, efficiency, and superior levels of performance.

16.5 Estimated Business Volumes

The County specifically makes no representations or warranties regarding the number of requests for ambulance service, ambulance transports, quantities or length of long-distance transports, or frequency of special events coverage that may be associated with this agreement. Any and all historical data related to past volumes of business within the County EMS system are provided to illustrate the historical level of performance only, and do not guarantee any future business volume.

16.6 Exceptions

PROPOSERS taking material exception to the County’s specifications will be disqualified. The purpose of the pre-bidder’s conference is to provide clarification of the RFP and its specifications before submission of proposals. If a PROPOSER has questions regarding the RFP and its specifications, a request for clarification should be submitted before the pre-bidder’s conference as specified in the RFP timelines to obtain a ruling on the matter before submitting a proposal. Inclusion of pricing information in the technical portion of the proposal will be considered a material exception and is prohibited. Submission of pricing options other than those specified will be considered a material exception and is prohibited.

16.7 Official Contacts Only

Any attempt to contact any member of the Monterey County Board of Supervisors or County staff other than previously identified regarding this RFP process will be refused and shall result in disqualification of the PROPOSER from the process.

16.8 Confidentiality of Submitted Material

16.8.1 Material submitted in response to this RFP will be considered confidential and not available for release to the public or other PROPOSERS until the RFP is presented to the Board of Supervisors for approval.

16.8.2 This provision is designed to protect the information in a PROPOSER'S submission and the integrity of the procurement process. Further, it ensures that no other PROPOSER has access to competitors' materials prior to or after proposal submission and/or oral presentations. Allowing access could give a competitor an unfair advantage and jeopardize the effectiveness of this competitive process.

16.8.3 All proposals and other materials submitted to the County will become the property of the County and will not be returned. The proposal and all materials submitted by the successful PROPOSER, including videotapes of oral presentations and answers to questions, will be used during the drafting of the final agreement.

16.9 Proposal Deposit Required

All proposals must be accompanied by a proposal deposit (not a bid bond) in the amount of \$25,000 in the form of a certified cashier's check made payable to the County of Monterey, California. The proposal deposit will be returned to all unsuccessful PROPOSERS by the County within ten business days after the award of an agreement unless, upon investigation of credential and proposal submissions, it is determined that the PROPOSER has misrepresented itself or provided false or inaccurate information in its credentials and proposal submission. The successful PROPOSER'S deposit will be returned upon the award and signing of the agreement. No interest will be paid on these proposal deposits.

16.10 Sealed Submission:

16.10.1 PROPOSERS are directed to submit an original, so marked, and fifteen copies of their technical proposal, except for the Price Proposal, which may not be contained in any manner in the technical proposal, signed by the PROPOSER'S contractually binding authority. An electronic submission must be provided on a Compact Disk (CD), enclosed in the original volume of the proposal and provide the text and all charts and tables contained in the proposal in Microsoft Word. Spreadsheet attachments, and pricing sheets may be enclosed in Microsoft Excel. All proposals must be submitted in three-ring binders contained in sealed boxes labeled on the outside of the sealed container with the following information:

- Name of PROPOSER
- Address of PROPOSER
- Name of Primary Contact Person
- Phone number of Primary Contact Person

- RFP # 10156

16.10.2 PROPOSERS are directed to submit one copy of the Price Proposal, consisting of the completed Price Proposal forms found in Appendix 2, Contractor Compensation, sealed in a single envelope and labeled with the words "Price Proposal" in addition to the information listed in section 16.10.1 above. No pricing information may be contained in the technical proposal.

16.10.3 Submissions must be received no later than 3:00 P.M., April 17, 2009, at the following location:

Monterey County Contracts/Purchasing Division
Attn: Mike Derr, Contracts/Purchasing Officer
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

16.10.4 No evidence other than a time-stamped receipt personally signed by an authorized representative of the County will be acceptable to prove that a proposal was submitted in a timely manner. The Contracts/Purchasing Manager will designate one time clock within the office that will be declared to display the official time for documenting the time of submission of all proposals. Proposals submitted after the deadline, as determined by this official clock, will not be accepted, nor will they be reviewed.

16.11 Mandatory Table of Contents:

16.11.1 In order to ensure that the evaluation of proposals is as equitable as possible, all proposals must be submitted in the following format. Order and numbering conventions should be consistent with the required table of contents. Proposals will be scored in comparison with other PROPOSERS' offerings for each section as specified in the Evaluation of Proposals Section, within this RFP.

I. Letter of Transmittal

II. Introduction -- Description of Proposed Organization

III. Credentials

- A. Analogous Experience
- B. Demonstration of Financial Depth and Stability
- C. Documentation of Regulatory Compliance and Litigation
- D. Management Strength
- E. Response Time Compliance

IV. Clinical Performance

- A. Clinical Credentials of Field Personnel
- B. Financial Reserve for Clinical Upgrades
- C. Quality Improvement Processes
- D. In-Service Training
- E. Employee Recruitment, Screening, and Orientation
- F. Preceptor Qualifications/Status

V. Community Service and Education

VI. Control Center Operations

- A. Qualifications of Personnel
- B. In-service Training
- C. Employee Recruitment, Screening, and Orientation
- D. System Status and Deployment Plan
- E. Methods for Fine-Tuning Deployment Plans
- F. Electronic Patient Record System

VII. Human Resources

- A. Compensation and Benefits
- B. Leadership/Supervisory Training
- C. Diversity Awareness Training and Involvement Plan
- D. Health and Safety Programs

VIII. First-Responder Program Support (Outline program. Do not include references and letters of support)

IX. Fleet and Equipment Issues

- A. Ambulance Maintenance Practices
- B. Equipment Maintenance Practices

X. Key Personnel and Implementation Plan

XI. Administrative

- A. Provision of Insurance
- B. Method of Providing an Irrevocable Letter of Credit

XII. Billing and Accounts Receivable Program

- A. Overview of Accounts Receivable Management
- B. Key Personnel
- C. Proposed Onsite and Offsite Staffing
- D. Proposed A/R Information Systems
- E. Detailed Description of A/R Process
- F. Sample Billing Forms
- G. Customer Service Policies
- H. Use of Collection Agencies

- I. Projected Collections
- J. Medical Necessity Program
- K. Corporate Compliance Program
- L. HIPAA Compliance Program

XIII. Pricing Information (May only be submitted in the sealed Price Proposal)

- 16.11.2 The CONTRACTOR will address each item in this section. Programs and offerings will be compared to other proposals. Any CONTRACTOR whose response fails to incorporate or utilize the minimum standards may be ruled non-responsive. The CONTRACTOR, at its option, may offer higher levels of performance for any component addressed in this RFP. Any additional offers will be considered as delineated in the Submission and Scoring Section of this RFP.
- 16.11.3 An expanded version of the mandatory table of contents, delineating the minimum requirements for each section of the proposal, is provided as Appendix 7.

16.12 Evaluation of Proposals:

- 16.12.1 A Selection Committee composed of representatives selected by the County will evaluate the submitted proposals.
- 16.12.2 Investigations of PROPOSERS' submissions and services may be conducted as deemed necessary by the County. Such investigations may include a site visit.

16.13 Proposals will be evaluated according to the following methodology:

16.13.1 Compliance with the RFP

Proposals determined to be non-compliant with the RFP will be eliminated. Compliance means that a proposal meets the minimum credentialing criteria, that the proposal was received prior to the deadline for submission, the proposal deposit in the amount and form specified was received, the mandatory table of contents was followed, ordering and numbering conventions are consistent with the required table of contents, programs and offerings described in the proposal meet the prescribed minimum standards, and the proposal complies with the format stipulated in the RFP.

16.13.2 Review of Credentials

- 16.13.2.1 Submissions will be evaluated using a two-phase process. First, credentials statements submitted by all PROPOSERS will

be evaluated and scored. Second, each proposal that meets the minimum requirements will be evaluated and scored. Points accumulated as a result of the credentials phase will be included in the final scoring of each proposal.

16.13.2.2 Credential scoring will be accomplished by assigning the maximum number of points in each category to the PROPOSER documenting the strongest qualifications. PROPOSERS will receive proportionately fewer points based on the Selection Committee's evaluation of the relative qualifications of each PROPOSER. Submissions failing to demonstrate minimum qualifications in any category will receive a "0" score for that category and will be disqualified.

16.13.2.3 Points awarded as a result of credentials review will be added to the proposal points in the final compilation process so that, in the event two or more PROPOSERS receive close scores, the more experienced or qualified PROPOSER will receive an advantage for demonstrating superior credentials.

16.14 Review of Technical Proposals :

Only proposals that have passed the credentials phase, without disqualification, will be reviewed and scored. Each qualified proposal will be reviewed and scored by the Selection Committee. Each PROPOSER will have an opportunity to make a one-hour oral presentation to the Selection Committee, followed by a thirty-minute question-and-answer period. Presentations will be conducted at a place and time to be determined by the County. The order of the presentations will be randomly determined.

16.15 Award of Points for Technical Proposals:

Scoring will be based on a point system, with points allocated to each category in the required outline format of the proposal. Each Selection Committee member will separately and independently score each proposal as follows:

16.15.1 *Compare.* Each Committee member will individually compare submissions related to a single category (e.g., Clinical Credentials of Field Personnel).

16.15.2 *Identify the strongest submission and assign maximum points.* On the basis of that comparison, each Committee member will identify the strongest submission in that category and award to that PROPOSER with the maximum number of points for that category.

- 16.15.3 *Award relative points to other submissions.* Having assigned the maximum possible points to the strongest submission, each individual Committee member will then award points to the other proposals in that category, consistent with that member's assessment of the relative strengths of the competing proposals, on that category only.
- 16.15.4 *Repeat the process for all criteria.* Each individual Committee member will then repeat steps 1 through 3 for all categories shown on the scoring sheets.
- 16.15.5 *Tabulate scores.* The County or its designated representative will tabulate the points.
- 16.15.6 The results of the Selection Committee process and recommendation will be submitted to the County Board of Supervisors for approval and authorization to enter a contract with the prevailing PROPOSER.

16.16 Scoring Criteria Totals for Proposals

<u>Item</u>	<u>Points</u>
I. Letter of Transmittal	0
II. Introduction	25
III. Credentials	300
IV. Clinical Performance	215
V. Community Service and Education	35
VI. Control Center Operations	210
VII. Human Resources	155
VIII. First Responder Program Support	25
IX. Fleet and Equipment Issues	70
X. Key Personnel and Implementation Plan	80
XI. Administrative	25
XII. Billing and Accounts Receivable Program	160
XII. Total Quality Points (i.e., subtotal of the above)	1,300
Pricing Proposal Points	300
Total Points	1,600

17.0 PROPOSAL SUBMITTALS

- 17.1** All interested and qualified PROPOSERS are invited to submit a proposal for consideration. Submission of a proposal indicates that the PROPOSER has read and understands the entire RFP, including all appendices, attachments, exhibits, schedules, and addendum(s) (as applicable), and all concerns regarding the RFP have been satisfied.
- 17.2** Proposals must be submitted in written and electronic form and in the format described herein. Electronic submission must be provided on a Compact Disk (CD), enclosed in the original volume of the proposal and provide the text and all charts and tables contained in the proposal in Microsoft Word. Spreadsheet attachments, and pricing sheets may be enclosed in Microsoft Excel. Proposals are to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness, and clarity.
- 17.3** Submit any and all exceptions to this RFP on separate pages and clearly mark the top of each page with ***“EXCEPTION TO MONTEREY COUNTY REQUEST FOR PROPOSAL # 10156”*** Each exception shall include the page number, section, and item number, as appropriate. No exception containing pricing information may be submitted with the technical proposal.
- 17.4** Proposals must be received **BEFORE 3:00 P.M., April 17, 2009** at:
- Monterey County Contracts/Purchasing Division
Attn: Mike Derr, Contracts/Purchasing Officer
168 West Alisal Street, 3rd Floor
Salinas, CA 93901
- 17.5** Monterey County reserves the right to reject any and all proposals, to postpone the proposal scheduled date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the otherwise-responsible proposal and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 17.6** Costs for preparing proposals and any other related material are the responsibility of the CONTRACTOR and shall not be chargeable in any manner to the County.
- 17.7** CONTRACTORS are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

- 17.8** Proposals shall remain open, valid, and subject to acceptance any time within 180 days after the proposal opening date and time, unless a longer period of time is mutually agreed to by all parties.

18.0 CONTRACT AUDITS

CONTRACTOR will agree that Monterey County or its designee will have the right to review, obtain, and copy all records pertaining to performance of the contract. CONTRACTOR will agree to provide Monterey County or its designee with any relevant information requested, and shall permit Monterey County or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR will further agree to maintain such records for a period of three years after the date CONTRACTOR completes its performance of services under this agreement.

19.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of any Agreement entered into at the conclusion of the RFP process, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

20.0 INSURANCE

20.1 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of any Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$3,000,000 per occurrence.

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under any Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$3,000,000 per occurrence.

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of any Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Professional liability insurance, if required for the professional services being provided (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$3,000,000 per claim and \$5,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

20.2 Other Insurance Requirements.

All insurance required by any Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by any Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under any Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under any Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance.

Prior to the execution of any Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by any Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in any Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of any Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of any Agreement which entitles County, at its sole discretion, to terminate any Agreement immediately.

21.0 INDEPENDENT CONTRACTOR

The CONTRACTOR shall be an independent CONTRACTOR and shall not be an employee of Monterey County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.), and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. The CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

22.0 CONFLICT OF INTEREST

The CONTRACTOR covenants that the CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under any Agreement, presently have no interest and during the term of any Agreement will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of the CONTRACTOR's services under any Agreement.

23.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the proposal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the proposal should be identified as such. The County will not disclose propriety information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential.

Appendix 1: Format for Income Statements

Instructions:

Submit only one copy of this form in a sealed envelope marked “Pricing Information”

Revenue

Item	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
Transports					
Average Charge/Transport					
Gross Revenue					

Deductions

Item	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
Contractual Allowances					
Net Revenue					
Provision for Bad Debt					
Net-Net Revenue					

Personnel Expenses

Item	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
Salaries and Wages					
Benefits					
Uniforms					
Recruitment and Selection					
Training and Orientation					
Total					

Equipment and Supplies

Item	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
Medical Supplies					
Pharmaceuticals					
Electronic Patient Care Report System					
Minor Equipment					
Office Supplies					
Training Supplies					
Storage and Distribution					
Other Supplies					
Reserve for Non-Mandatory Upgrades					
Total					

Fleet Expenses

Item	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
Fuel and Oil					
Tires					
Paint and Decals					
Preventative Maintenance					
Repair Maintenance					
Equipment Maintenance					
Licensing and Permits					
Tools					
Fleet Supplies					
Ambulance Vehicles					
Supervisor Vehicles					
Other					
Total					

Occupancy

Item	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
Rent or Equivalent					
Utilities					
Property Taxes					
Building Maintenance					
Other Occupancy Expenses (Specify)					
Total					

Income for Operations

	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5

Indirect Expenses

Item	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
Local or Regional Overhead					
Overhead Related to Related Companies					
Amortization					
Depreciation					
Interest Expense					
Taxes-Miscellaneous					
Performance Security					
Other					
Total Indirect Expenses					

Income (Loss)					
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5

Note: Performa Income Statements should reflect the proposed maximum average charge for each contract year.

Annual income statements required during the contract cycle should conform to this format.

Appendix 2: Contractor Compensation

The CONTRACTOR will be compensated for services rendered under the Franchise Agreement in the following manner:

- A contract term, including opportunities to earn term renewals.
- The right to charge approved patient fees for services rendered, according to the terms of the agreement.
- The use of the Monterey County EMS System infrastructure including the existing radio and communications infrastructure as specified under separate agreement with the County Communications Center.
- Provision, by the County, of an EMS Medical Director.
- The ability, with prior approval of the EMS Director, to provide additional services such as gurney van and related services at additional charge.

Appendix 3 A: Baseline Pricing Information

Proposed Price List Instructions:

Submit only one copy of this form in a sealed envelope marked "Pricing Information" *

Charge	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
ALS Transport From Emergency Scene Responses					
ALS Interfacility Transfers					
BLS Interfacility Transfers					
Critical Care Interfacility Transfers					
Mileage with Patient on Board					
On Scene Treatment- No Transport					
Standby Services BLS Ambulance-Per hour					
Standby Services ALS Ambulance-Per hour					
Standby Services Paramedic Only-Per hour					
Standby Services EMT Only- Per hour					

* All costs shall include disposables, supplies and medications-do not provide separate itemized list.

Contract years are assumed to be September 1 through August 31 of each year.

Appendix 3 B: Optional Pricing Information

Proposed Price List Instructions:

The following items are in addition to the previously listed RFP parameters. The County of Monterey may optionally elect to add these items to the final contract. *

Submit only one copy of this form in a sealed envelop marked "Pricing Information"

Charge	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
ALS ambulance stationed at Big Sur (24/7/365) **					
ALS ambulance stationed at Big Sur (7/365)-12 hours per day during determined peak times					
ALS ambulance stationed at Big Sur (24/7) by monthly increments to allow for option of seasonal posting					
ALS ambulance stationed at Big Sur by monthly increments to allow for option of seasonal posting-12 hours per day during determined peak times					
A solo paramedic stationed at Big Sur in a not-transport unit, quick response vehicle					
Cost of each ambulance vehicle for additional unstaffed ambulances placed at fire stations to increase reserve capacity					
Payment to fire service that staffs each of these units. Specify if annual or a per use basis					
Cost change for each one minute improvement or reduction in response time to areas specified in the RFP. Specify by each area and response time					
BLS Emergency Transport From Emergency Scene Responses					
The cost for each half million dollar increase in the irrevocable letter of credit					

* List as incremental additional charges per transport of items on appendix 3 A

** Big Sur is based on the assumption of 165 responses resulting in 57 transports per year. Big Sur response times will be measured and penalties calculated when the assigned unit is responding from the crew quarters located at the Big Sur Fire Brigade station on the Post Ranch Inn property. The response measurements based on Highway 1 mile markers as follows:

Post Ranch to South to mile marker 39 or North to mile marker 51, 12 minutes

Mile markers 51 to 58.3, 20 minutes

Mile markers 39 to 32, 20 minutes

Response time North and South of the identified 12 and 20 minute standard is 45 minutes.

Appendix 4: Exclusive Operating Area Call Volume

Response data for the calendar year 2007 is available on the County of Monterey Health Department web site. County makes no representation of the complete accuracy of this data or that future response data will be similar. The data is provided to assist PROPOSERS in making their best assessment of the costs and charges associated with their proposals. Because of nature of the information, possibly including incomplete or changing information contained in this data, proposers will be asked to complete the following indemnification agreement as part of the proposal submission.

INDEMNIFICATION AGREEMENT FOR MONTEREY COUNTY RFP 10156 ADVANCED LIFE SUPPORT AMBULANCE SERVICE DISCLOSURE OF RESPONSE INFORMATION

The undersigned, on behalf of PROPOSER, understands that this response information is being provided for preparation of proposals. **PROPOSER acknowledges that the County of Monterey makes no representation of the complete accuracy of this data or that future data will be similar.** PROPOSER agrees to indemnify, defend and hold harmless the County of Monterey, its officers, agents and employees, from any and all claims, liabilities, and losses occurring or resulting to any person, firm or corporation arising out of or connected with the County of Monterey's provision of this response information.

Dated this _____ day of _____, 200_____

Signature

Name

Title

Name of Company or Entity

Address

Telephone

Appendix 5: EMS System Infrastructure

The CONTRACTOR selected through this process will enjoy the advantages of the existing Monterey County EMS System infrastructure, including:

- The opportunity to participate in this high-performance EMS system design, and to build verifiable credentials in the performance of superior EMS services.
- Coordination and planning provided by the Monterey County Department of Health and its EMS Agency
- The resources and oversight of the Monterey County EMS Agency.
- The participation and coordination of the EMS Agency Committees and their constituent members.
- The services of the EMS Medical Director.
- The resources of the Monterey County Emergency Communications Center as the primary 911 PSAP and call-taking location.
- The use of the Monterey County EMS radio system infrastructure.
- First-Responder Services provided by various public safety agencies within the County.
- Opportunities to participate, in cooperation with other local agencies, in public education and information events that will serve the community and enhance the image of the CONTRACTOR and the EMS system.

Appendix 6: Investigative Releases

INVESTIGATIVE AUTHORIZATION - ENTITY

The undersigned entity, a prospective CONTRACTOR to provide advanced life support ambulance service for Monterey County, California, recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require inquiry into aspects of entity's operations determined relevant by Monterey County, California, or its agents. The entity specifically agrees that Monterey County, California, or its agents may conduct an investigation for this purpose into, but not limited to the following matters:

1. The financial stability of the entity, including its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or communities where the entity has rendered service, or any other aspect of the entity operations or its structure, ownership, or key personnel which might reasonably be expected to influence the Monterey County selection decision.
2. The entity's current business practices, including employee compensation and benefits arrangements, equipment replacement and maintenance practices, in-service training programs, means of competing with other companies, employee discipline practices, public relations efforts, current and potential obligations to other buyers, and general internal personnel relations.
3. The attitude of current and previous customers of the entity toward the entity's services and general business practices, including patients or families of patients served by the entity, physicians or other health care professionals knowledgeable of the entity's past work, as well as other units of local government with which the entity has dealt in the past.
4. Other business(es) in which entity owners and/or other key personnel in the entity currently have a business interest.
5. The accuracy and truthfulness of any information submitted by the entity in connection with such evaluation.

This authorization shall expire six (6) months from the date of the signature.

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE ENTITY:

Date

Entity Name

Authorized Representative (Signature)

Authorized Representative (Printed)

Title

ACKNOWLEDGMENT

STATE of)
County of)

On this ____ day of _____, 2009, before me, the undersigned, a Notary Public in and for said County and State personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

Notary Public Seal

Commission
Expiration Date

INVESTIGATIVE AUTHORIZATION - INDIVIDUAL

The undersigned, being _____ (title) for _____ (entity), which is a prospective CONTRACTOR to provide advanced ambulance service to Monterey County, California, recognizes that public health and safety requires assurance of safe, reliable, and cost efficient ambulance service. That assurance will require an inquiry into matters which are determined relevant by Monterey County, California or its agents, such as, but not limited to, the character, reputation and competence of the entity's owners and key employees.

The undersigned specifically acknowledges that such inquiry may involve an investigation of his or her personal work experience, educational qualifications, moral character, financial stability, and general background, and specifically agrees that Monterey County, California, or its agents, may undertake a personal investigation of the undersigned for the purpose stated. This authorization shall expire six (6) months from the signature date.

AUTHORIZATION FOR SUCH PERSONAL INVESTIGATION IS HEREBY EXPRESSLY GIVEN:

Date

Individual Name

ACKNOWLEDGMENT

STATE)

County of)

On this ____ day of _____, 2009, before me, the undersigned, a Notary Public in and for said County and State personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

Notary Public Seal

Commission
Expiration Date

Appendix 7: Contractor's Expanded Mandatory Table of Contents

The PROPOSER will address each item in the order and format provided below. Minimum requirements are provided for each section.

I. Letter of Transmittal

The letter of transmittal must clearly state the name of the organization submitting the proposal and identify the PROPOSER'S authorized representative for official contacts related to this procurement. An official of the proposing organization, authorized to bind the company to the commitments made in the proposal, must sign the letter.

II. Introduction--Description of Proposed Organization

The PROPOSER will comprehensively describe the nature of the organizational entity proposed to be directly responsible for the provision of service under the contract. This must include any relationship the proposed organization may have to a "parent" or "sister" company. Financial relationships, ownership, shared directorship, or relationships with other organizations shall be defined. Organizational charts and a complete description of the proposed organization should be included.

III. Credentials

The PROPOSER will document that it meets the minimum requirements and document its credentials to become the Monterey County Ambulance CONTRACTOR. Detailed requirements for credentials are contained in the RFP.

A. Analogous Experience

B. Demonstration of Financial Depth and Stability

C. Documentation of Regulatory Compliance and Litigation

D. Management Strength

E. Response Time Compliance

IV. Clinical Performance

A. Clinical Credentials of Field Personnel

Minimum: Personnel who make up every ambulance crew will be appropriately certified or licensed for the provision of basic or advanced life support. Each ambulance will be staffed with at least one Paramedic licensed by the State of

California and accredited by the EMS Medical Director and one EMT-1 certified in the State of California.

A detailed organizational chart should be included. Detailed job descriptions and commitments for upgraded certifications should also be provided.

B. Financial Reserve for Clinical Upgrades

Minimum: List the annual dollar amount to be reserved for non-mandatory clinical upgrades.

Funds reserved will be cumulative from one contract year to the next and will be used for clinical system improvements above and beyond those contained in the commitments made in the successful proposal and contract.

C. Quality-Improvement Processes

Minimum: Internal quality-improvement program that identifies deviations from medical protocols, incomplete and inaccurate patient information, and opportunities for improvement. The PROPOSER will describe its participation in and commitment to a County-wide quality-improvement process that incorporates all EMS responders.

The PROPOSER should describe a comprehensive quality-improvement program covering all aspects of the CONTRACTOR's operations that it intends to utilize in the performance of this contract. The description of the program should include the type, frequency, and quantity of information that would be provided to the Medical Director to support his/her clinical oversight responsibilities.

D. In-Service Training

Minimum: Programs to assist employees in retaining required license or certification and meet local requirements for their respective positions.

PROPOSERS will describe additional continuing education and special classes to be offered to personnel. PROPOSERS will also provide policies regarding which programs are required and which are voluntary as well as what cost, if any, to employees is involved. PROPOSERS should clearly describe programs for clinical upgrade training, continuing education, and any tuition assistance programs for employees.

E. Employee Recruitment, Screening, and Orientation

Minimum: Document mechanisms to ensure that well-qualified employees are recruited, selected, and oriented to the system.

PROPOSERS should describe the comprehensive program used and should include details and examples of methods and tools employed.

F. Preceptor Qualifications/Status

Minimum: Educational and operational experience qualifications of clinical preceptors who will support the on-going clinical development of the clinical staff.

V. Community Service and Education

Minimum: Development and implementation of community-based programs, with County approval, to facilitate and improve injury and illness prevention, public CPR and AED use and system access.

PROPOSER should include a description of specific programs, including training, personnel commitments, equipment, and budgeted funds committed for these programs. Innovative approaches and cooperative programs with other agencies are encouraged.

VI. Control Center Operations

A. Qualifications of Personnel

Minimum: Communications workers must be trained according to the County approved EMD Curriculum, be certified in EMD, and receive appropriate orientation to PROPOSER'S deployment methods. Training should include the use of pre-arrival protocols, priority dispatch, operation of the syndromic bio-surveillance system proposed, and the PROPOSER'S computer-aided dispatch and automatic vehicle location systems.

B. In-service Training

Minimum: Programs for employees to retain required licenses or certifications and meet local requirements for their respective positions will be provided at no cost to the employee.

PROPOSERS shall describe additional continuing education and special classes to be offered to personnel. PROPOSERS shall also provide policies regarding which programs are required and which are voluntary as well as what, if any, cost to employees is involved. PROPOSER should clearly describe programs for communications upgrade training, continuing education, and any tuition assistance programs for employees.

C. Employee Recruitment, Screening, and Orientation

Minimum: Document mechanisms to ensure that well-qualified employees are recruited, selected, and oriented to the system.

PROPOSERS should describe the comprehensive program used and should include details and examples of methods and tools employed.

D. System Status and Deployment Plan

Minimum: The PROPOSER shall describe the system status plan and deployment methods proposed to meet the needs of Monterey County. Numbers of units employed by hour of the day and day of the week as well as weekly and annual unit hour commitments should be included. Maps should be provided to describe geographic deployment and post locations. The PROPOSER should provide sufficient information for the Selection Committee to understand the proposed approach to geo-temporal deployment. The PROPOSER shall submit a system status plan to meet maximum response time requirements of the RFP.

E. Methods for Fine-Tuning Deployment Plans

Minimum: Describe the process for modifying deployment techniques to ensure that ambulances are appropriately located by hour of the day and day of the week to respond to requests for service. Describe also who is involved in the process and how and at what intervals it will be accomplished. PROPOSER will additionally detail safeguards to assure that non-emergency requests are adequately provided for in the plan.

F. Proposed Computer-Aided Dispatch/AVL System

Minimum: PROPOSER shall provide detailed information regarding the features and capabilities of the Computer-Aided Dispatch and Automated Vehicle Location Systems to be provided if the PROPOSER elects to implement the system at the beginning of the agreement. The PROPOSER should also provide information about system redundancy, fault tolerance, manual back-up, and disaster recovery features and procedures. An implementation schedule for the installation of the specified system should be included.

G. Electronic Patient Record System

Minimum: PROPOSERS shall provide detailed specifications and information describing the proposed electronic patient record system. Note that the CONTRACTOR will be responsible for providing all patient records to the County EMS Agency and Medical Director in an electronic format beginning on the contract implementation date.

VII. Human Resources

A. Compensation and Benefits

Minimum: Salaries levels shall be provided. Each PROPOSER will include detailed wage scale, compensation increases, hours worked, and a complete description of the benefit package to be offered.

B. Leadership/Supervisory Training

Minimum: PROPOSER'S initial and on-going training and development program for EMS managers and supervisors will be described.

C. Diversity Awareness Training and Involvement Plan

Minimum: The PROPOSER shall describe its internal diversity awareness and involvement plan.

D. Health and Safety Programs

Minimum: The PROPOSER shall document comprehensive health and safety programs designed to prevent injuries and improve the health of the work force. These must include all government-mandated programs. Additionally, detailed information concerning the PROPOSER'S approach to driver education and vehicle safety programs should be provided.

VIII. First-Responder Program Support

Minimum: PROPOSER should also include training, educational, and other support for the first-responding agencies in this section. The proposer should detail its commitment to participation in countywide incident command and accountability programs used by other responders. Do not include references and letters of support.

IX. Fleet and Equipment Issues

A. Ambulance Maintenance Practices

PROPOSER should completely describe the ambulances and other vehicles to be furnished under the contract. Details of specified modifications and maintenance practices specifically designed to increase vehicle service life and eliminate vehicle failures should be provided.

B. Equipment Maintenance Practices

The PROPOSER should provide a detailed list of all major items of clinical equipment, and document maintenance procedures and contracts to be employed in maintaining them to manufacturer-recommended standards.

X. Key Personnel and Implementation Plan

PROPOSER will identify the key personnel that will be employed to implement and manage services proposed under the contract. At a minimum, the identity and qualifications of the individuals responsible for the overall operation, as well as those with functional responsibility for managing the communications center, fleet operations, production, and quality improvement should be included. A description of each key on-site person's experience in managing and providing similar services will be included. Resumes should be provided for each key person. PROPOSERS will also detail their "management bench strength" and show how other company resources will support the operation including provision of 24/7/365 field supervision.

XI. Administrative

A. Provision of Insurance

Minimum: The PROPOSER shall document with a certificate of insurance the availability of the specified coverage. Additionally, the PROPOSER must submit a letter, signed by the appropriate authority, agreeing to all specified terms including indemnity provisions.

B. Method of Providing Performance Security

Minimum: Each PROPOSER shall describe and document the method by which it will provide the specified irrevocable letter of credit and penalties account.

XII. Billing and Accounts Receivable Program

A. Overview of Accounts Receivable Management

Minimum: Each PROPOSER shall describe the Accounts Receivable Management system to be used in collecting revenue from fees for service charged under the contemplated contract.

B. Key Personnel

Minimum: Each PROPOSER shall identify the key management staff by position, qualifications, credentials, and name. Resumes of key individuals should be included.

C. Proposed Onsite and Offsite Staffing

Minimum: Each PROPOSER shall propose a local business office, located within the County, and staffed during normal business hours, to assist individuals in billing matters. A complete description of all facilities used should also be included.

D. Proposed A/R Information Systems

Minimum: A general description of the information systems employed by the PROPOSER shall be provided. This should include information regarding data security, disaster recovery, and compliance with HIPAA and other confidentiality requirements.

E. Detailed Description of A/R Process

Minimum: Each PROPOSER shall provide a narrative description of the billing process and cycle, including the billing cycle for different classifications of accounts. Include a flow chart describing the process.

F. Sample Billing Forms

Minimum: Provide representative samples of bills, mailers, past due reminders, final notices, pre-collection and collection letters, and all other correspondence used in the proposed A/R system.

G. Customer Service Policies

Minimum: Provide a description of the PROPOSER'S philosophy and practices in customer service. Include descriptions of training provided to the A/R staff.

H. Use of Collection Agencies

Minimum: Describe the PROPOSER'S use of collection agencies. Include a description of when accounts are assigned, and whether the collection agencies are internal or external.

I. Projected Collections

Minimum: Provide the PROPOSER'S estimate of revenue collections used to prepare its budget for all five initial years of the proposed contract.

J. Medical Necessity Program

Minimum: The PROPOSER will document its program for the documentation of medical necessity in EMS transportation.

K. Corporate Compliance Program

Minimum: The PROPOSER shall provide detailed information and documentation of its Corporate Compliance Program including the name and position of its Corporate Compliance Officer.

L. HIPAA Compliance Program

Minimum: PROPOSER shall provide detailed information and documentation describing its HIPAA Compliance Program including the name and position of its Privacy Officer.

XIII. Pricing Information (May only be submitted in the sealed Price Proposal)

The PROPOSER shall submit one completed copy of each of the required pricing sheets provided in Appendix 3, Pricing Information may not be included in any format in the technical proposal.

Appendix 8:

PROPOSERS CHECKLIST

PROPOSER: _____

SUBJECT	POINTS AVAILABLE Totals and by category	ADDRESSED IN PROPOSAL With section number provided	POINTS AWARDED
Attendance at Pre-bidders conference.	Mandatory to participate	Section 4.1	Present Not Present
Contact with County officials other than Purchasing Officer	Automatic disqualification	Section 6.2	Contact No Contact
Letter of Transmittal			
Name or organization submitting proposal		Yes No	
Identified proposer's representative		Yes No	
Signature of authorized representative		Yes No	
Introduction	25		
Comprehensive description of nature of organization responsible for the contract	15		
Relationship to a parent organization described	Mandatory		Provided Not Provided
Description of financial relationships, ownership, shared directorship, or relationships with any other organizations	5		
Organization chart with description of the organization	5		
Credentials	300		
Document analogous experience	100		
Demonstration of financial depth and stability	50		
Documentation of regulatory compliance and litigation	50		
Management strength	50		
Clinical Performance	215		
Clinical credentials of field personnel	25		
Field personnel will be appropriately certified or licensed	10		
Minimum staffing of one paramedic and one EMT-1	Mandatory		Provided Not Provided
Detailed organization chart	Mandatory		Provided Not Provided
Detailed job descriptions	Mandatory		Provided Not Provided
Commitment for upgraded certifications	5		
Financial reserve for clinical upgrades	5		
Dollar amount reserved for non-mandatory clinical upgrades listed	5		
Reserved clinical upgrade funds will be cumulative from year to year for greater improvements than specified in the proposal/contract	Mandatory		Provided Not Provided
Quality improvement processes	75		

Internal QI program description	20		
Commitment to and participation in county-wide QI program incorporating all EMS responders	20		
QI program covers all aspects of the operation	20		
Type, frequency and quantity of information provided to the EMS Medical Director	15		
<i>In-service training</i>	60		
Description of programs utilized to assist employees in maintaining licensure or certification	10		
Programs utilized to assist employees in meeting local licensure or certification requirements	10		
Additional programs to be available to employees	10		
Policies on required and voluntary training programs	5		
Policies on cost to employees for required and voluntary training programs	5		
Clear program descriptions for clinical upgrade training and continuing education	10		
Description of any tuition assistance programs available to employees	10		
<i>Employee recruitment, screening and orientation</i>	20		
Document processes to ensure that well-qualified employees are recruited, selected, and oriented	10		
Document methods and tools employed to recruit, select and orient well-qualified employees	10		
<i>Preceptor qualifications/status</i>	10		
Document qualifications required of preceptors	10		
Community Service and Education	35		
Document development and implementation plan for community education programs	5		
Describe community education programs for CPR, AED use, system access, and injury prevention	5		
Describe funding and funds committed to community service and education	5		
Describe personnel commitments to community service and education programs	5		
Community service and education programs have County approval and cooperate with other agencies	5		
Customer service program	10		
Control Center Operations	210		
<i>Qualifications of personnel</i>			

Communications center personnel have been trained according to County approved EMD	Mandatory		Provided Not Provided
Communications center personnel have EMD certification and maintain certification	Mandatory		Provided Not Provided
Training to include use of pre-arrival protocols, priority dispatch, and proposer's AVL system	Mandatory		Provided Not Provided
<i>In-service training</i>	50		
Description of programs utilized to assist employees in maintaining certification	10		
Policies on required and voluntary training programs	5		
Additional programs to be available to employees	10		
Policies on cost to employees for required and additional training	5		
Clear program descriptions for upgrade training and continuing education	10		
Description of any tuition assistance programs available to employees	10		
<i>Employee recruitment, screening, and orientation</i>	20		
Document processes to ensure that well-qualified employees are recruited, selected and oriented	10		
Document methods and tools employed to recruit, select, and orient well-qualified employees	10		
<i>System status and deployment plan</i>	100		
Describe system status plan and deployment methods	20		
Document proposed number of units deployed by hour of the day and day of the week	20		
Document proposed weekly and annual unit hour commitments	5		
Maps used to describe geographic deployment and post locations	5		
Sufficient information provided to understand the proposed approach to deployment	10		
Provide a system status plan to meet the maximum response time requirements of the RFP	20		
Description of "surge capacity"	10		
Plan for managing demands of special events	10		
<i>Methods for fine-tuning deployment plan</i>	40		
Describe the process for modifying deployment process to ensure ambulances are appropriately located by hour of the day	20		

and day of the week			
Describe who is to be involved in the modification of the deployment process	5		
Describe how often the deployment process will be evaluated and modified as needed	5		
Describe the process to ensure that non-emergency requests are adequately provided for	10		
<i>Proposed computer-aided dispatch/AVL system</i>	15		
Provide detailed information regarding the features and capabilities of the CAD and AVL systems to include system redundancy, fault tolerance, manual back-up, and disaster recovery, if elected to be provided at the beginning of the agreement	10		
Proposed implementation schedule for CAD/AVL	5		
<i>Electronic patient care record system</i>	5		
Provide detailed specifications and information describing the proposed electronic patient care record system	5		
PCR's shall be provided to the EMS Agency	Mandatory		Provided Not Provided
PCR's shall be provided to the EMS Agency in an electronic format	Mandatory		Provided Not Provided
An alternate method of providing PCR's is described if the electronic system is not functional	Mandatory		Provided Not Provided
Human Resources	155		
<i>Compensation and benefits</i>	45		
Detailed salary and wage levels provided	15		
Duty schedules for all employees provided	10		
Complete benefit package description	10		
Policy on wage step increases provided	10		
<i>Leadership and supervisory training</i>	80		
Description of initial training for management personnel	10		
Description of on-going training for management personnel	10		
Description of management development program	10		
Description of initial training for supervisory personnel	10		
Description of on-going training for supervisory personnel	10		
Description of supervisory personnel development program	10		
Description of initial training for Quality Improvement/FTO personnel	10		
Description of on-going training for Quality Improvement/FTO personnel	10		
<i>Diversity awareness training and</i>	10		

<i>involvement plan</i>			
Description of internal diversity awareness and involvement plan	10		
<i>Health and safety programs</i>	20		
Description of comprehensive health and safety program to include all government mandated programs	10		
Description of driver training and vehicle safety program and policies	10		
First Responder Support Program	25		
Description of training and support for first responder agencies	5		
Description of county-wide incident command system participation	10		
Description of support for first responder agency Quality Improvement programs	10		
Fleet and Equipment Issues	70		
<i>Ambulance maintenance practices</i>	35		
Description of types of ambulances and other vehicles furnished including modifications made	5		
Detailed description of vehicle maintenance plan	15		
Description of plans and practices designed to eliminate vehicle failures	15		
<i>Equipment maintenance practices</i>	25		
List major items of clinical equipment with brand and model if known	10		
Describe maintenance procedures for clinical equipment designed to meet or exceed manufacturer recommended standards	10		
List contracts used to support equipment maintenance procedures	5		
Proposed inventory of supplies, equipment, and pharmaceuticals	10		
Key Personnel and Implementation Plan	80		
List of key personnel positions with identity and qualifications of the individual filling those positions	20		
The minimum key personnel positions include the person responsible for overall operation, communication center, fleet operations, field operations, and quality improvement	10		
Key personnel experience in management and provision of similar services provided	20		
Resume for each key person provided	10		
Description of “management bench strength”	10		
Description of company resources to support county operations including 24/7/365 field supervision	10		

Administrative	25		
<i>Provision of insurance</i>			
Certificate of insurance to include specified coverage limits provided	Mandatory		Provided Not Provided
Indemnification letter agreeing to specified terms provided	Mandatory		Provided Not Provided
<i>Method of providing performance security</i>	25		
Method of providing specified irrevocable letter of credit documented	25		
Billing and Accounts Receivable	160		
<i>Overview of accounts receivable management</i>	10		
Accounts receivable management system described	10		
<i>Key personnel</i>	20		
Key personnel are identified by position and name	10		
Qualifications and credentials of key personnel provided	5		
Resume provided for key personnel	5		
<i>Proposed onsite and offsite staffing</i>	25		
Location of in county business office provided	10		
Business office staffing plan and hours of operation	10		
Description of office facilities provided	5		
<i>Proposed A/R information systems</i>	20		
General description of information systems provided	10		
Data security, disaster recovery, compliance with HIPAA, and confidentiality described	10		
<i>Detailed description of A/R process</i>	10		
Narrative description of billing process and cycle, to include billing cycle for different classifications of accounts described	5		
Billing process flow chart included	5		
<i>Sample billing forms</i>	5		
Samples of bills, mailers, past due reminders, final notices, pre-collection and collection letters, and other correspondence provided	5		
<i>Customer service policies</i>	10		
Philosophy and practices in customer service described	5		
A/R and office staff training described	5		
<i>Use of collection agencies</i>	15		
Policy regarding the use of collection agencies described	5		
Information on whether collections are managed internally or by an external provider	5		
Description of when accounts are assigned to collections	5		

<i>Projected collections</i>	20		
Estimate of revenue collections used to prepare the budget for all five years of the proposed contract initial term provided	20		
<i>Medical necessity program</i>	5		
Program for the documentation of medical necessity for EMS transport provided	5		
<i>Corporate compliance program</i>	10		
Detailed information and documentation describing the corporate compliance program provided	5		
Name and position of the corporate compliance officer provided	5		
<i>HIPAA compliance program</i>	10		
Detailed information and documentation describing the HIPAA compliance program provided	5		
Name and position of the privacy officer provided	5		
TOTAL POINTS for technical proposal	1000		

Appendix 9: EMS Response Area Times & Maps













